# PERMOHONAN PENGAJUAN PROPOSAL REQUEST FOR PROPOSALS

Jasa Konsultan Studi Kelayakan, Skema Pendanaan, dan Basic Engineering Design LRT di daerah Provinsi DKI Jakarta

Consultant Services Feasibility Study, Funding Scheme, and Basic Engineering Design of LRT at Provincial Government of DKI Jakarta

No.013/KU5000/103/II/2019 No.013/KU5000/103/II/2019

> FEBRUARI 2019 FEBRUARY 2019

PT JAKARTA PROPERTINDO REPUBLIC OF INDONESIA

## Daftar Isi

# **Table of Contents**

an 1 Petunjuk kepada Konsultan3 Section 1 Instruction for Consultants (ITC)	3
an 2 Proposal Teknis – Format Standar20 Section 2 Technical Proposal – Standard Form	ทร
	.20
an 3 Proposal Finansial – Format Standar35 Section 3 Financial Proposal – Standard Form	าร .
	.35
an 4 Kerangka Acuan Kerja47 Section 4 Terms of Reference	.47
an 5 Format Kontrak Standar56 Section 5 Standard Forms of Contract	.56

#### Bagian 1 Petunjuk kepada Konsultan **Section 1 Instruction to Consultants (ITC)** Daftar Isi **Table of Contents** A. General Provisions A. Ketentuan Umum Definition......3 2. Introduction .....4 Pendahuluan ......4 3. Pertentangan Kepentingan ...... 5 Conflict of Interest ......5 3. 4. Anti korupsi...... 6 4. Anticorruption......6 5. Kelayakan..... 6 5. Eligibility......6 B. Penyiapan Proposal B. Preparation of Proposals Penyiapan Proposal......7 Preparation of Proposals ......7 7. Keabsahan Proposal......7 7. Proposal Validity ......7 8. Klarifikasi dan Perubahan RFP ...... 8 8. Clarification and Amendments of RFP.8 9. Penyiapan Proposal - Pertimbangan 9. Preparation of Proposals - Specific Khusus ...... 9 Considerations ......9 10. Format dan Isi Proposal Teknis.......... 10 10. Technical Proposal Format and Content ......10 11. Format dan Isi Proposal Finansial...... 11 11. Financial Proposal Format and Content ......11 C. Penyampaian, Pembukaan dan Evaluasi Submission, Opening and Evaluation 12. Penyampaian, Penerimaan, dan 12. Submission, Receipt, and Opening of Pembukaan Proposal ...... 11 Proposals......11 13. Evaluasi Proposal ...... 12 13. Proposal Evaluation ......12 D. Negosiasi dan Pemberian D. Negotiations and Award 14. Negosiasi...... 13 14. Negotiations ......13 15. Kesimpulan dari Negosiasi......14 15. Conclusion of the Negotiations ......14 16. Award of Contract......15 16. Penandatangan Kontrak ...... 15 17. Confidentiality ......15

Data Sheet......16

#### Bagian 1. Petunjuk kepada Konsultan

#### A. Ketentuan Umum

#### 1. Definisi

- (a) "Afiliasi" berarti perorangan atau badan yang secara langsung atau tidak langsung mengendalikan, dikendalikan oleh konsultan, atau berada di bawah pengendalian bersama Konsultan tersebut.
- (b) "Konsultan" berarti setiap badan atau perorangan termasuk Kemitraan/Asosiasi yang akan menyediakan Jasa Layanan kepada Pemberi Tugas berdasarkan Kontrak.
- (c) "Kontrak" berarti perjanjian tertulis yang mengikat secara hukum yang ditandatangani antara Pemberi Tugas dan Konsultan dan termasuk semua dokumen terlampir yang tercantum dalam paragraph 1 dari Format Kontrak.
- (d) "Pemberi Tugas" berarti badan pelaksana yang menandatangani Kontrak untuk Jasa Layanan dengan Konsultan yang akan menyediakan Jasa Layanan.
- (e) "Lembar Data" berarti bagian integral dari Petunjuk kepada Konsultan (selanjutnya disebut ITC) Bagian 2 yang digunakan untuk menggambarkan kondisi penugasan untuk melengkapi.
- (f) "Hari" berarti hari kalender.
- (g) "Tenaga Ahli" berarti tenaga profesional yang berkualitas yang disediakan oleh Konsultan dan ditugaskan untuk melakukan Jasa Layanan atau bagian daripadanya.
- (h) "Pemerintah" berarti pemerintah negara Pemberi Tugas.
- (i) "ITC" (Bagian 1 dari RFP ini) berarti Instruksi kepada Konsultan yang memberikan semua informasi yang diperlukan kepada Konsultan untuk mempersiapkan Proposal mereka.
- (j) "Kemitraan" atau "Asosiasi" berarti asosiasi dengan atau tanpa sifat hukum berbeda dari anggotanya, yang lebih dari satu di mana satu anggota memiliki wewenang untuk melakukan semua usaha untuk dan atas nama setiap dan semua anggota Kemitraan/Asosiasi, dan yang mana para anggota Kemitraan/Asosiasi adalah bertanggung jawab rentang (jointly and severally) kepada Pemberi Tugas untuk pelaksanaan Kontrak.

#### **Section 1. Instructions to Consultants**

#### A. General Provisions

#### 1. Definitions

- (a) "Affiliate(s)" means an individual or an entity that directly or indirectly controls, is controlled by, or is under common control with the Consultant.
- (b) "Consultant" means any entity or individual including a Joint Venture or Association that may provide or provides the Services to the Employer under the Contract.
- (c) "Contract" means a legally binding written agreement signed between the Employer and the Consultant and includes all the attached documents listed in paragraph 1 of the Form of Contract.
- (d) "Employer" means the executing agency that signs the Contract for the Services with the Consultant who will provide the Services.
- (e) "Data Sheet" means an integral part of the Instructions to Consultants (hereinafter referred to as ITC) Section 2 that is used to reflect assignment conditions to supplement.
- (f) "Day" means calendar day.
- (g) "Experts" means qualified professional personnel provided by the Consultant and assigned to perform the Services or any part of thereof.
- (h) "Government" means the government of the Employer's country.
- (i) "ITC" (this Section 1 of the RFP) means the Instructions to Consultants that provide the Consultants with all information needed to prepare their Proposals.
- (j) "Joint Venture (JV)" or "Association" means an association with or without a legal personality distinct from that of its members, of more than one Consultant where one member has the authority to conduct all businesses for and on behalf of any and all members of the JV or Association, and where the members of the JV or Association are jointly and severally liable to the Employer for the performance of the Contract.

- (k) "Proposal" berarti Proposal Teknis atau Proposal Keuangan, atau keduanya.
- (I) "QCBS" berarti seleksi berbasis Kualitas dan Biaya.
- (m) "RFP" berarti Permohonan Pengajuan Proposal yang dipersiapkan oleh Pemberi Tugas untuk pemilihan Konsultan.
- (n) "Jasa Layanan" berarti pekerjaan yang akan dilaksanakan oleh Konsultan sesuai dengan Kontrak.
- (o) "Sub-Konsultan" berarti sebuah badan atau perorangan kepada siapa/yang mana Konsultan bermaksud untuk mensubkontrakkan bagian manapun dari Jasa Layanan, namun tetap bertanggung jawab kepada Pemberi Tugas selama pelaksanaan Kontrak.
- (p) "TOR" (Bagian 4 dari RFP) berarti Kerangka Acuan Kerja yang menjelaskan tujuan, lingkup kerja, kegiatan, tugas yang akan dilakukan, tanggung jawab masing-masing dari Pemberi Tugas dan Konsultan, dan hasil dan keluaran yang diharapkan dan penyampaian laporan dari penugasan.

#### 2. Pendahuluan

- 2.1 Pemberi Tugas yang disebutkan dalam Lembar Data akan memilih perusahaan konsultan (selanjutnya disebut konsultan), sesuai dengan metode seleksi ditentukan dalam Lembar Data.
- 2.2 Konsultan harus mengajukan Proposal Teknis dan Proposal Finansial, sebagaimana ditentukan dalam Lembar Data, untuk jasa layanan konsultansi yang diperlukan untuk penugasan yang disebutkan dalam Lembar Data. Proposal akan menjadi dasar untuk negosiasi kontrak dan akhirnya untuk penandatanganan Kontrak.
- 2.3 Konsultan yang diundang dapat melakukan pekerjaan berasosiasi dengan Konsultan lain yang diundang atau tidak, selama Konsultan diundang melaksanakan bagian terbesar dari Jasa Layanan yang dibutuhkan berdasarkan suatu perjanjian, yang menyatakan bahwa mereka secara bersama-sama akan bertanggung-jawab melakukan semua pekerjaan atau salah satu perusahaan yang bertanggung-jawab secara tunggal, dan akan menyatakan perusahaan mana sebagai perwakilan dari joint venture atau asosiasi tersebut.

- (k) "Proposal" means the Technical Proposal or the Financial Proposal of the Consultant, or both.
- (I) "QCBS" means Quality and Cost Based Selection.
- (m) "RFP" means this Request for Proposals to be prepared by the Employer for the selection of Consultants.
- (n) "Services" means the work to be performed by the Consultant pursuant to the Contract.
- (o) "Sub-consultant(s)" means an entity or an individual to whom/which the Consultant intends to subcontract any part of the Services while remaining responsible to the Employer during the performance of the Contract.
- (p) "TOR" (Section 4 of the RFP) means the Terms of Reference that explain the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Employer and the Consultant, and expected results and deliverables of the assignment.

#### 2. Introduction

- 2.1 The Employer named in the Data Sheet will select a consulting firm (hereinafter referred to as consultant), in accordance with the method of selection speicified in the Data Sheet.
- 2.2 The Consultants are required to submit a Technical Proposal and a Financial Proposal, as specified in the Data Sheet, for consulting services required for the assignment named in the Data Sheet. The Proposal will be the basis for contract negotiations and ultimately for a signed Contract.
- 2.3 The Consultants being invited may undertake works in association with other Consultants being invited or not, as long as the Consultants being invited execute a major portion of the required Services based upon an agreement, which shall state whether they will be jointly and severally liable for the entire Services or one firm is solely liable, and shall state which firm will represent the joint venture or association.

- 2.4 Konsultan juga dapat bergabung dengan perusahaan konsultan nasional (Indonesia) yang memenuhi syarat memiliki pengalaman di bidang yang ditentukan dalam Lembar Data melalui pembentukan Joint Venture, Asosiasi, Subkontrak atau lainnya.
- 2.5 Konsultan harus membiasakan diri dengan keadaan setempat yang terkait dengan Jasa Layanan dan mempertimbangkannya dalam penyusunan Proposalnya, termasuk menghadiri aanwijzing apabila itu ditentukan dalam Lembar Data. Menghadiri aanwijzing adalah pilihan dan atas biaya Konsultan.
- 2.6 Pemberi Tugas akan memberikan tanpa biaya kepada Konsultan masukan, data proyek yang relevan, dan laporan yang diperlukan untuk Proposal Konsultan sebagaimana ditentukan dalam Lembar Data.

#### 3. Pertentangan Kepentingan

- 3.1 Konsultan harus memberikan saran yang profesional, obyektif, dan yang tidak memihak, pada setiap saat menjaga kepentingan Pemberi Tugas terpenting, secara ketat menghindari pertentangan dengan tugas lain atau kepentingan perusahaan sendiri, dan bertindak tanpa pertimbangan untuk pekerjaan di masa yang akan datang.
- 3.2 Konsultan atau afiliasinya yang mana saja tidak boleh disewa untuk penugasan manapun, yang pada dasarnya, mungkin bertentangan dengan penugasan lain dari Konsultan. Khususnya, Perusahaan yang sudah dipakai oleh Pemberi Tugas untuk memberikan jasa konsultansi pada sebuah proyek, serta afiliasinya yang mana saja, harus didiskualifikasi dari penyediaan barang atau pekerjaan atau jasa terkait pada penugasan awal (selain dari kelanjutan jasa Perusahaan sebelunya) pada proyek yang sama.
- memiliki 3.3 Konsultan kewajiban untuk mengungkapkan kepada Pemberi Tugas setiap situasi yang nyata atau berpotensi pada pertentangan yang mempengaruhi kapasitasnya untuk melayani kepentingan terbaik Pemberi Tugasnya. Kegagalan dalam mengungkapkan situasi tersebut dapat menvebabkan Konsultan diskualifikasi atau pemutusan Kontraknya.
- 3.4 Berdasarkan prinsip "Satu Penawaran untuk satu Peserta" untuk memastikan persaingan yang sehat, Konsultan, dan setiap afiliasi yang

- 2.4 The Consultants also can join with the eligible national (Indonesian) consulting firms having the experience in the field specified in the Data Sheet through forming Joint Venture, Association, Subcontracting or others.
- 2.5 The Consultants should familiarize themselves with the local conditions relevant to the Services and take them into account in preparing their Proposals, including attending a pre-proposal conference if one is specified in the Data Sheet. Attending the pre-proposal conference is optional and is at the Consultants' expense.
- 2.6 The Employer will provide at no cost to the Consultants the inputs, relevant project data, and reports required for the preparation of the Consultant's Proposal as specified in the Data Sheet.

#### 3. Conflict of Interest

- 3.1 The Consultant is required to provide professional, objective, and impartial advice, at all times holding the Employer's interests paramount, strictly avoiding conflicts with other assignments or its own corporate interests, and acting without any consideration for future work.
- 3.2 The Consultant or any of their affiliates shall not be hired for any assignment which, by its nature, may be in conflict with another assignment of the Consultants. In particular, a Firm which has been engaged by the Employer to provide consulting services for a project, and any of its affiliates, shall be disqualified from providing goods or works or services related to the initial assignment (other than a continuation of the Firm's earlier services) for the same project.
- 3.3 The Consultant has an obligation to disclose to the Employer any situation of actual or potential conflict that impacts its capacity to serve the best interest of its Emlployer. Failure to disclose such situations may lead to the disqualification of the Consultant or the termination of its Contract.
- 3.4 Based on the "One Bid per Bidder" principle, which is to ensure fair competition, the Consultant, and any affiliate that directly or

secara langsung atau tidak langsung mengendalikan, dikendalikan oleh, atau berada di bawah pengendalian bersama dengan Konsultan tersebut tidak diperkenankan untuk menyampaikan lebih dari satu proposal, baik secara perorangan sebagai konsultan atau sebagai anggota dari Kemitraan/Asosiasi. Konsultan (termasuk afiliasinya), jika bertindak dalam kapasitas Subkonsultan dalam satu proposal, dapat ikut serta dalam proposal lain, hanya dalam kapasitas itu.

4. Anti korupsi

- 4.1 Konsultan dan pihak yang terkait dengan pengadaan ini berkewajiban untuk mematuhi etika pengadaan dengan tidak melakukan tindakan sebagai berikut:
  - (i) Berusaha mempengaruhi anggota Pemberi Tugas dalam bentuk dan cara apapun, untuk memenuhi keinginan Konsultan yang bertentangan dengan RFP, dan/atau peraturan perundangundangan;
  - (ii) Melakukan persekongkolan dengan Konsultan yang lain untuk mengatur hasil evaluasi, sehingga mengurangi/menghambat/memperkecil, meniadakan persaingan yang sehat dan/atau merugikan pihak lain;
  - (iii) Membuat dan/atau menyampaikan dokumen dan/atau keterangan lain yang tidak benar untuk memenuhi persyaratan ditentukan dalam RFP.
- 4.2 Konsultan yang terbukti melakukan tindakan sebagaimana dimaksud dalam angka 4.1 di atas dikenakan sanksi-sanksi sebagai berikut:
  - (i) Sanksi administratif, seperti digugurkan dari proses evaluasi, atau pembatalan kelulusan evaluasii;
  - (ii) Sanksi dengan non-aktifkan status perusahaan dalam Daftar Rekanan Perusahaan (DRP).
  - (iii) Gugatan secara perdata; dan/atau
  - (iv) Pelaporan secara pidana kepada pihak berwenang.

#### 5. Kelayakan

5.1 Konsultan harus didirikan dan terdaftar di setiap negara asal.

Dalam hal merupakan Kemitraan/Asosiasi, masing-masing anggota Kemitraan/Asosiasi harus didirikan dan terdaftar di setiap negara asal.

indirectly controls, is controlled by, or is under common control with that Consultant shall not be allowed to submit more than one proposal, either individually as the Consultant or as a member of Joint Venture or Association. The Consultant (including its affiliate), if acting in the capacity of a Subconsultant in one proposal, may participate in other proposals, only in that capacity.

#### 4. Anticorruption

- 4.1 The Consultant and its parties related to this procurement are obliged to comply with the procurement ethics by not conducting the following actios:
  - (i) Trying to influence the members of the Employer in the form and in any way, to meet the desire of the Consultant which are contradicted to the RFP, and/or regulation;
  - (ii) Making conspiracy with other the Consultants to arrange the results of evaluation, for the purpose of reducing/obstructing/minimizing, negating the healthy competition and/or harming the others;
  - (iii) Preparing and/or submitting documents and/or other uncorrect informations to comply with the requirements specified in the RFP.
- 4.2 The Consultants that are proven to do the actions as mentioned in point 4.1 above subject to the following sanctions:
  - (i) The administrative sanctions, such as disqualification from evaluation process, or cancellation of passed in the evaluation;
  - (ii) Consultant will be blacklisted;
  - (iii) Civil lawsuit; and / or
  - (iv) Criminally reporting to the authorities.

## 5. Eligibility

5.1 The Consultant shall be incorporated and registered in each home country.

In case forming a Joint Venture or Association, each Joint Venture or Association member shall be incorporated and registered in any of the respective home countries.

- 5.2 Perusahaan konsultan nasional yang akan bergabung dengan Konsultan harus memiliki persyaratan administrasi yang ditentukan dalam Lembar Data.
- 5.2 The national consulting firms to be joined with the Consultants shall have administrative requirements specified in the Data Sheet.

#### B. Penyiapan Proposal

#### 6. Penyiapan Proposal

- 6.1 Dalam menyiapkan Proposal, Konsultan diharapkan untuk menelaah RFP secara terperinci. Kekurangan bahan dalam menyediakan informasi yang diminta dalam RFP dapat berakibat penolakan terhadap Proposal.
- 6.2 Konsultan harus menanggung semua biaya yang terkait dengan penyiapan, penyampaian proposal dan negosiasi kontrak. Pemberi Tugas tidak terikat untuk menerima Proposal apapun, dan berhak untuk membatalkan proses seleksi setiap saat sebelum penandatanganan Kontrak, tanpa menimbulkan kewajiban apapun untuk Konsultan.
- 6.3 Proposal (lihat ITC 2.2), serta semua pertukaran korespondensi terkait oleh Konsultan dan Pemberi Tugas, harus ditulis dalam bahasa yang ditentukan dalam Lembar Data.

#### 7. Keabsahan Proposal

- 7.1 Lembar Data menunjukkan jangka waktu di mana Proposal Konsultan harus tetap berlaku setelah batas waktu penyampaian Proposal.
- 7.2 Selama jangka waktu ini, Konsultan harus mempertahankan Proposal aslinya tanpa perubahan apapun, termasuk ketersediaan Tenaga Ahli, tarif yang diusulkan dan harga total.

#### a. Perpanjangan Jangka Waktu Berlaku

- 7.3 Pemberi Tugas dapat meminta, secara tertulis, semua Konsultan untuk memperpanjang masa berlaku Proposal mereka. Konsultan yang setuju untuk perpanjangan tersebut akan memastikan bahwa mereka menjaga ketersediaan Tenaga Ahli yang disebutkan dalam Proposal.
- 7.4 Konsultan yang tidak setuju berhak menolak untuk memperpanjang masa berlaku. Dalam hal ini proposal mereka tidak akan dievaluasi lebih lanjut.

#### B. Preparation of Proposals

#### 6. Preparation of Proposals

- 6.1 In preparing the Proposal, the Consultant is expected to examine the RFP in detail. Material deficiencies in providing the information requested in the RFP may result in rejection of the Proposal.
- 6.2 The Consultant shall bear all costs associated with the preparation and submission of its Proposal and contract negotiation. The Employer is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultant.
- 6.3 The Proposal (see ITC 2.2), as well as all related correspondence exchanged by the Consultant and the Employer, shall be written in the language specified in the Data Sheet.

## 7. Proposal Validity

- 7.1 The Data Sheet indicates the period during which the Consultant's Proposal must remain valid after the Proposal submission deadline.
- 7.2 During this period, the Consultant shall maintain its original Proposal without any change, including the availability of the Experts, the proposed rates and the total price.

## a. Extension of Validity Period

- 7.3 The Employer may request, in writing, all the Consultants to extend the validity period of their Proposals. The Consultants who agree to such extension shall confirm that they maintain the availability of the Experts named in the Proposal.
- 7.4 The Consultants who do not agree have the right to refuse to extend the validity of their proposals in which case their Proposals will not be further evaluated.

# b. Pergantian Tenaga Ahli Perpanjangan Berlakunya

- 7.5 Jika salah satu Tenaga Ahli menjadi tidak tersedia pada jangka waktu perpanjangan, Konsultan harus memberikan justifikasi tertulis yang memadai dan bukti yang memuaskan kepada Pemberi Tugas bersama-sama dengan permintaan penggantian. Dalam hal demikian, pengganti Tenaga Ahli harus memiliki kualifikasi dan pengalaman yang sama atau lebih baik daripada Tenaga Ahli yang diusulkan dari awalnya. Nilai evaluasi teknis, bagaimanapun, akan tetap harus didasarkan pada evaluasi dari kualifikasi Tenaga Ahli awal.
- 7.6 Jika Konsultan gagal untuk menyediakan pengganti Tenaga Ahli dengan kualifikasi sama atau lebih baik, atau jika alasan yang diberikan tidak dapat diterima oleh Pemberi Tugas, maka Proposal tersebut akan ditolak

8.1 Konsultan dapat meminta klarifikasi apapun dari

dokumen RFP sampai dengan jumlah hari yang

#### 8. Klarifikasi dan Perubahan RFP

#### a. Klarifikasi RFP

dinyatakan dalam Lembar Data sebelum tanggal batas waktu pengajuan proposal. Permintaan klarifikasi apapun harus dikirim secara tertulis, atau melalui sarana elektronik standar pada alamat Pemberi Tugas yang dinyatakan dalam Lembar Data. Pemberi Tugas akan menanggapi secara tertulis, atau melalui sarana elektronik standar dan akan mengirimkan salinan tertulis jawaban (termasuk penjelasan dari pertanyaan, tetapi tanpa mengidentifikasi sumber pertanyaan) kepada semua Konsultan. Jika Pemberi Tugas menganggap perlu untuk mengubah RFP sebagai hasil dari klarifikasi, itu akan dilakukan sedemikian mengikuti prosedur berdasarkan ITC 8.2.

#### b. Perubahan RFP

8.2 Pemberi Tugas dapat mengubah RFP dengan menerbitkan adenda secara tertulis atau melalui sarana elektronik standar dalam waktu yang cukup sebelum batas waktu pengajuan Proposal. Adenda ini harus dikirim kepada semua Konsultan terpilih (daftar pendek) dan akan mengikat mereka.

#### b. Substitution of Experts at Validity Extension

- 7.5 If any of the Experts become unavailable for the extended validity period, the Consultant shall provide a written adequate justification and evidence satisfactory to the Employer together with the substitution request. In such case, a replacement Expert shall have equal or better qualifications and experience than those of the originally proposed Expert. The technical evaluation score, however, will remain to be based on the evaluation of the qualification of the original Expert.
- 7.6 If the Consultant fails to provide a replacement Expert with equal or better qualifications, or if the provided reasons for the replacement or justification are unacceptable to the Employer, such Proposal will be rejected.

#### 8. Clarification and Amendments of RFP

#### a. Clarification of RFP

8.1 The Consultants may request a clarification of any of the RFP documents up to the number of days indicated in the Data Sheet before the proposal submission deadline date. Any request for clarification must be sent in writing, or by standard electronic means to the Employer's address indicated in the Data Sheet.

The Employer will respond in writing, or by standard electronic means and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all the Consultants. Should the Employer deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure under ITC 8.2.

#### b. Amendment of RFP

8.2 The Employer may amend the RFP by issuing an addendum in writing or by standard electronic means in sufficient time before the submission of Proposals. The addendum shall be sent to all the Consultants and will be binding on them.

# 9. Penyiapan Proposal – Pertimbangan Khusus

- 9.1 Pada saat menyusun Proposal, Konsultan harus memberikan perhatian khusus terhadap hal berikut:
  - (i) Dalam rangka pengajuan proposal, Konsultan dapat meningkatkan keahliannya dengan cara:
    - (a) Berasosiasi dengan perusahaan lain sebagai Sub-konsultan, dalam hal ini Konsultan akan bertanggung jawab penuh atas Kontrak.
    - (b) Membentuk Kemitraan/Asosiasi dengan perusahaan lain vang memiliki pengalaman untuk meningkatkan keahlian dari Kemitraan/Asosiasi. Konsultan harus memiliki bagian terbesar dari jasa lavanan. Konsultan dan anggota dari Kemitraan/Asosiasi akan bertanggung jawab secara bersamasama atas Kontrak sesuai porsinya masing-masing.
  - (ii) Ketika berasosiasi dengan perusahaan yang tidak diundang oleh Pemberi Tugas dalam bentuk sebuah Kemitraan/Asosiasi atau Sub-konsultan, Konsultan yang diundang akan menjadi Pimpinan Kemitraan/Asosiasi.
- 9.2 Dalam hal Konsultan melaksanakan Kemitraan/Asosiasi. Konsultan waiib menyerahkan (i) salinan dari Perianiian Kemitraan/Asosiasi dan Proposal Teknisnya; dan (ii) surat kuasa (dilaksanakan oleh semua anggota Kemitraan/Asosiasi) yang memberikan kepada wewenang Pimpinan Kemitraan/Asosiasi vang ditunjuk untuk bertindak atas nama Kemitraan/Asosiasi, yang hukum dapat mengikat Kemitraan/Asosiasi tersebut dalam dokumen kontraktual sebagaimana diperlukan. Setiap Perjanjian dan surat kuasa Kemitraan/Asosiasi harus dilampirkan pada Format Standar TECH-1, (Bagian 1) dan diajukan sebagai bagian dari Proposal Teknis dari Konsultan tersebut.
  - (i) Perjanjian Kemitraan/Asosiasi harus mencantumkan penunjukan Pimpinan Kemitraan/Asosiasi. Semua anggota dalam sebuah Kemitraan/Asosiasi harus menandatangani Proposal, dalam hal

# 9. Preparation of Proposals – Specific Considerations

- 9.1 While preparing the Proposal, the Consultant must give particular attention to the following:
  - (i) For the purpose of submitting a proposal, the Consultant may enhance its expertise for the assignment either by:
    - (a) Associating with other firms as Subconsultants, in which case the Consultant shall be solely liable under the Contract.
    - (b) Forming a Joint Venture or Association with other firms which substantially perform the Services and/or have experience contributing to the enhancement of the expertise of the Joint Venture or Association, in which case the Consultant shall execute a major portion of the assignment, and the Consultant and the members of the Joint Venture or Association shall be jointly and severally liable under the Contract.
  - (ii) When associating with firms not being invited in the form of a Joint Venture or Association or a Sub-consultancy, the Consultant being invited shall be a lead member.
- 9.2 In the event that the Consultant constitutes a Joint Venture or Association, the Consultant shall submit (i) a copy of the Joint Venture Agreement or Association Agreement with its Technical Proposal, and (ii) a power of attorney (executed by all members) that authorizes the designated lead or managing member of the Joint Venture or Association to act for and on behalf of the Joint Venture or Association and to legally bind such Joint Venture or Association in any contractual or similar documentation. Any Joint Venture Agreement or Association Agrrement and Joint Venture power of attorney or Association power of attorney shall be attached to TECH-1, Standard Forms (Section 1) and submitted as part of the Technical Proposal of such Consultant.
  - (i) The Joint Venture Agreement or Association Agreement shall identify the lead member. All members in a Joint Venture or Association shall sign the Proposal unless the lead member is

- Pimpinan Kemitraan/Asosiasi tidak diberikan kuasa untuk menandatangani proposal secara sendiri
- (ii) Konsultan tidak akan mengusulkan alternatif dari Tenaga Ahli. Hanya satu CV diajuikan untuk setiap posisi Tenaga Ahli. Kegagalan memenuhi persyaratan ini akan membuat proposal tidak-responsif.

#### 10. Format dan Isi Proposal Teknis

- 10.1 Proposal Teknis harus menyajikan informasi berikut:
  - (i) Gambaran singkat tentang organisasi Konsultan dan garis besar pengalaman terbaru dari Konsultan dan, dalam hal Kemitraan/Asosiasi, untuk masing-masing anggota, terhadap penugasan dengan sifat serupa yang diperlukan dalam Format TECH-2.
  - (ii) Gambaran mengenai metodologi (rencana kerja) yang diusulkan Konsultan untuk melaksanakan layanan jasa, digambarkan dengan tepat oleh bagan kegiatan dan grafik (Format TECH-3).
  - (iii) Susunan tim staf yang diusulkan, tugastugas yang akan diberikan kepada setiap staf anggota tim, serta waktu penugasannya (Format TECH-4).
  - (iv) CV terbaru yang ditandatangani oleh setiap staf profesional dan wakil sah perusahaan untuk menyampaikan proposal (Format TECH-5).
    Semua informasi harus diuraikan sesuai dengan petunjuk pada 5F Format CV.
  - (v) Perkiraan jumlah total tenaga staf (profesional dan tenaga pendukung; waktu yang akan disediakan untuk melaksanakan Penugasan, dengan didukung oleh bagan diagram yang menunjukkan waktu yang diusulkan untuk setiap staf anggota tim (Format TECH-6 dan TECH-7).
  - (vi) Membuat fakta integritas perusahaan (Format TECH-9).

- nominated to do so in the power of attorney.
- (ii) The Consultants shall not propose alternative Experts. Only one CV shall be submitted for each Expert position. Failure to comply with this requirement will make the Proposal non-responsive.

#### 10. Technical Proposal Format and Content

- 10.1 The Technical Proposal shall provide the information indicated in the following:
  - (i) A brief description of the Consultants' organization and an outline of recent experience of the Consultants and, in the case of Joint Venture or Association, for each member, on assignments of a similar nature are required in Form TECH-2.
  - (ii) Any description of the methodology (work plan) by which the Consultant proposes to execute the services, illustrated, as appropriate, with bar charts of activities and graphics (Form TECH-3).
  - (iii) The composition of the proposed staff team, the tasks that would be assigned to each staff team member, and their timing (Form TECH-4).
  - (iv) Recent CV signed by the proposed professional staff and the authorized representative submitting the proposal (Form TECH-5). All information shall be described in
    - All information shall be described in accordance with the indications of 5F Format of CV.
  - (v) Estimates of the total staff effort (professional and support staff; staff time) to be provided to carry out the assignment, supported by bar chart diagrams showing the time proposed for each staff team member (Form TECH-6 and TECH-7).
  - (vi) Make integrity declaration of Company (Form TECH-9).

- 10.2 Proposal Teknis tidak boleh menyertakan informasi keuangan apapun. Proposal Teknis yang berisi bahan keuangan harus dinyatakan tidak responsif.
- 10.2 The Technical Proposal shall not include any financial information. A Technical Proposal containing material financial information shall be declared not responsive.

### 11. Format dan Isi Proposal Finansial

- 11.1 Proposal Finansial harus disusun dengan menggunakan Format Standar yang diberikan dalam Bagian 3 dari RFP yaitu harus mencantumkan semua biaya yang terkait dengan Jasa Layanan, termasuk (a) remunerasi untuk Tenaga Ahli, (b) biaya penggantian ditunjukkan dalam Lembar Data.
- 11.2 Konsultan dan Sub-konsultan termasuk Sub Konsultan khusus dan Tenaga Ahli bertanggung jawab untuk memenuhi semua kewajiban pajak yang timbul dari Kontrak kecuali dinyatakan lain dalam Lembar Data. Informasi tentang pajak di negara Pemberi Tugas diberikan dalam Lembar Data. Setiap pajak lokal akan dikeluarkan pada evaluasi finansial, tetapi itu akan dibahas pada negosiasi kontrak, dan jumlah yang berlaku akan dimasukkan dalam Kontrak.
- 11.3 Konsultan menyatakan harga dari Jasa Layanan menggunakan mata uang yang ditunjukkan dalam Lembar Data.
- 11.4 Pembayaran berdasarkan Kontrak harus dilakukan dalam mata uang sesuai Lembar Data

#### C. Penyampaian, Pembukaan dan Evaluasi

# 12. Penyampaian, Penerimaan, dan Pem-bukaan Proposal

- 12.1 Dokumen penawaran disampaikan oleh peserta terdiri dari dua *file* yang memuat penawaran administrasi dan teknis (*file* 1) dan penawaran biaya (*file* 2).
- 12.2 File 1 dan File 2 di unggah pada e-procurement PT Jakarta Propertindo dalam bentuk pdf.
- 12.3 Peserta mengirimkan *file* 1 dan *file* 2 berdasarkan jadwal waktu yang sudah ditentukan.
- 12.4 Peserta dapat mengunggah *file* 1 dan *file* 2 berulang-ulang sampai dengan batas waktu pemasukan dokumen.

## 11. Financial Proposal Format and Content

- 11.1 The Financial Proposal shall be prepared using the Standard Forms provided in Section 3 of the RFP. It shall list all costs associated with the assignment, including (a) remuneration for Experts, (b) reimbursable expenses indicated in the Data Sheet.
- 11.2 The Consultant and its Sub-consultants and Experts are responsible for meeting all tax liabilities arising out of the Contract unless otherwise stated in the Data Sheet.

  Information on taxes in the Employer's country is provided in the Data Sheet. Any local taxes will be excluded at financial evaluation, but they will be discussed at Contract negotiations, and applicable amounts will be included in the Contract.
- 11.3 The Consultants express the price of their Services in the currency stated in the Data Sheet.
- 11.4 Payments under the Contract shall be made in the currency stated in the Data Sheet

#### C. Submission, Opening and Evaluation

- 12. Submission, Receipt, and Opening of Proposals
- 12.1 The tender document submitted by the participants consists of two files containing administrative and technical offerings (file 1) and cost offerings (file 2)
- 12.2 File 1 and File 2 should be uploaded in pdf format at e-procurement PT Jakarta Propertindo
- 12.3 Participants should be uploaded file 1 and file 2 based to time schedule.
- 12.4 Participants able to upload fie 1 and file 2 repeatedly based to time schedule.

- 12.5 Pemberi Tugas harus membuka *file 1* setelah batas waktu untuk pengajuan mereka. *File 2* tidak dibuka sampai waktu yang ditentukan.
- 12.5 The Employers able to open file 1 afer the deadline of the submission. File 2 should be closed based to time schedule.

#### 13. Evaluasi Proposal

13.1 Kecuali untuk komunikasi tertulis untuk klarifikasi Proposal, dari saat Proposal dibuka sampai saat Kontrak diberikan, Konsultan tidak boleh menghubungi Pemberi Tugas dalam hal apapun yang berhubungan dengan file 1 dan file 2. Setiap upaya oleh Konsultan untuk mempengaruhi Pemberi Tugas dalam pemeriksaan, evaluasi, peringkat Proposal, dan rekomendasi untuk pemberian Kontrak dapat mengakibatkan penolakan proposal Konsultan. Para penilai file 1 tidak akan memiliki akses ke file 2 sampai evaluasi file 1 disimpulkan.

#### a. Evaluasi Proposal Teknis

- 13.2 Panitia Pengadaan harus mengevaluasi file 1 berdasarkan tanggapan mereka terhadap RFP terutama Kerangka Acuan Kerja, menggunakan kriteria dan subkriteria evaluasi, dan sistem nilai yang ditetapkan dalam Lembar Data. Setiap Proposal yang yang responsif akan diberikan skor teknis. Proposal tidak diberikan skor pada tahap ini jika tidak responsive terhadap aspek-aspek penting dari RFP, dan terutama Kerangka Acuan Kerja dan dinyatakan gagal/tidak lulus apabila tidak mencapai skor teknis minimum ditunjukkan dalam Lembar Data.
- 13.3 Setelah evaluasi teknis selesai, Pemberi Tugas akan memberitahukan Konsultan-Konsultan yang Proposal tidak memenuhi nilai kualifikasi minimum atau dianggap tidak responsif terhadap RFP, maka file 2 mereka tidak akan dibuka.

#### b. Evaluasi Proposal Finansial

- 13.4 Evaluasi file 2 dilakukan terhadap peserta yang lulus dalam evaluasi file 1.
- 13.5 Peringkat peserta ditentukan dari kombinasi nilai yang ditetapkan dalam Lembar Data
- 13.6 Peringkat peserta merupakan hasil evaluasi akhir yang akan diumumkan sesuai jadwal waktu yang ditetapkan.

#### 13. Proposal Evaluation

13.1 Except for the written communications for clarification of the Proposals, from the time the Proposals are opened to the time the Contract is awarded, the Consultants must not contact the Employer on any matter related to its Technical and/or Financial Proposal. Any effort by the Consultants to influence the Employer in the examination, evaluation, ranking of Proposals, and recommendation for award of Contract may result in the rejection of the Consultants' Proposal.

The evaluators of file 1 shall have no access to the file 2 until the technical evaluation is concluded.

#### a. Evaluation of Technical Proposals

13.2 The Tender committee shall evaluate the file 1 on the basis of their responsiveness to the RFP in particular the Terms of Reference, applying the evaluation criteria, sub-criteria, and point system specified in the Data Sheet. Each responsive Proposal will be given a technical score.

A Proposal will not be scored at this stage if it does not respond to important aspects of the RFP, and particularly the Terms of Reference or if it fails to achieve the minimum technical score indicated in the Data Sheet.

13.3 After the technical evaluation is completed, the Employer will notify those Consultants whose Proposals did not meet the minimum qualifying mark or were considered nonresponsive to the RFP, then file 2 will not be open.

### b. Evaluation of Financial Proposals

- 13.4 File 2 will be evaluated for the participants who passed the evaluation of file 1.
- 13.5 The rating of participants is determined by the combination stated in the Data Sheet
- 13.6 The rating of participants is the result of the final evaluation which will be announced according to the scheduled time.

#### D. Negosiasi dan Penetapan

#### 14. Negosiasi

- 14.1 Negosiasi dilakukan terhadap pemenang peringkat pertama.
- 14.2 Negosiasi akan diadakan bersama perwakilan konsultan yang memiliki surat kuasa tertulis untuk bernegosiasi, pada tanggal dan alamat yang ditunjukkan dalam Lembar Data.
- 14.3 Apabila negosiasi tidak dicapai kesepakatan maka negosiasi akan dilakukan antara pemberi tugas dan peringkat kedua. Berlaku pada peringkat seterusnya jika masih tidak tercapai kesepakatan.
- 14.4 Pemberi Tugas harus menyiapkan berita acara negosiasi yang ditandatangani oleh Pemberi Tugas dan perwakilan sah Konsultan.

#### a. Ketersediaan Tenaga Ahli

- 14.5 Konsultan yang diundang harus memastikan ketersediaan semua Tenaga Ahli yang termasuk dalam Proposal sebagai prasyarat untuk negosiasi, atau, jika berlaku, seorang pengganti yang sesuai dengan ITC 7.5. Kegagalan untuk memastikan ketersediaan Tenaga Ahli dapat mengakibatkan penolakan Proposal Konsultan dan Pemberi Tugas melanjutkan untuk menegosiasikan Kontrak dengan Konsultan peringkat berikutnya.
- 14.6 Meskipun tersebut di atas, penggantian Tenaga Ahli pada negosiasi dapat dipertimbangkan jika semata-mata karena situasi di luar kendali yang wajar dari dan tidak diduga oleh Konsultan, termasuk namun tidak terbatas pada kematian atau ketidakmampuan medis. Dalam hal demikian, Konsultan harus menawarkan Tenaga Ahli pengganti untuk menegosiasikan Kontrak, yang harus memiliki kualifikasi dan pengalaman yang setara atau lebih baik dari calon aslinya

#### b. Negosiasi Teknis

14.7 Negosiasi meliputi pembahasan tentang Kerangka Acuan Kerja (TOR), metodologi yang diusulkan, masukan Pemberi Tugas, persyaratan khusus Kontrak, dan finalisasi "Deskripsi Jasa Layanan" bagian dari Kontrak. Pembahasan ini harus tidak mengubah secara substansial lingkup jasa layanan asli menurut TOR atau syarat-syarat kontrak, atau

#### D. Negotiations and Award

#### 14. Negotiations

- 14.1 Negotiations will be carried out for the first place winner.
- 14.2 Negotiations will be held between consultant representative who has a letter of attorney for negotiations, at time and addres stated in the Data Sheet
- 14.3 If negotiations are not reached an agreement, the negotiations will be carried out between the employer and second place-rank. Valid to the next-rank until negotiations reach an agreement.
- 14.4 The Employer shall prepare minutes of negotiations that are signed by the Employer and the Consultant's authorized representative.

#### a. Availability of Experts

- 14.5 The invited Consultant shall confirm the availability of all Experts included in the Proposal as a pre-requisite to the negotiations, or, if applicable, a replacement in accordance with ITC 7.5. Failure to confirm the Experts' availability may result in the rejection of the Consultant's Proposal and the Employer proceeding to negotiate the Contract with the next-ranked Consultant.
- 14.6 Notwithstanding the above, the substitution of Experts at the negotiations may be considered if duesolely to circumstances outside the reasonable control of and not foreseeable by the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall offer a substitute Expert to negotiate the Contract, who shall have equivalent or better qualifications and experience than the original candidate.

#### b. Technical Negotiations

14.7 The negotiations include discussions of the Terms of Reference (TOR), the proposed methodology, the Employer's inputs, the special conditions of the Contract, and finalizing the "Description of Services" part of the Contract. These discussions shall not substantially alter the original scope of services under the TOR or the terms of the contract, lest the quality of the final product, its

mengurangi kualitas produk akhir, harganya, relevansi evaluasi awal.

c. Negosiasi Finansial

- 14.8 Negosiasi finansial akan mencakup klarifikasi dari kewajiban pajak Konsultan di negara Pemberi Tugas, dan bagaimana hal itu tercermin dalam Kontrak; dan akan mencerminkan modifikasi teknis yang disepakati kedalam biaya jasa-jasa.
- 14.9 Negosiasi finansial akan mencakup pemeriksaan rinci dari semua biaya usulan Konsultan termasuk pemeriksaan semua dokumentasi yang disediakan diberikan oleh Konsultan dalam mendukung biaya yang diusulkan. Secara khusus, Konsultan harus memberikan rincian lengkap remunerasi dari semua tenaga ahli yang dicalonkan, menurut Bagian 3 - Proposal Finansial-Format Standar pada RFP, termasuk informasi yang diperlukan dalam (Format FIN-4.

#### 15. Kesimpulan dari Negosiasi

- 15.1 Negosiasi akan dituangkan dalam Berita Acara dan SPMK (Surat Perintah Mulai Kerja).
- 15.2 Dalam hal negosiasi mencapai kesepakatan, Pemberi Tugas akan menerbitkan SPMK untuk ditanda-tangani kedua belah pihak.
- 15.3 Jika negosiasi gagal, Pemberi Tugas akan mengundang Konsultan peringkat berikutnya untuk negosiasi. Segera sesudah Pemberi Tugas mulai negosiasi dengan Konsultan peringkat berikutnya, Pemberi Tugas tidak akan membuka kembali negosiasi terdahulu.
- 15.4 Setelah seluruh proses negosiasi mencapai kesepakatan, maka pengumuman pemenang akan disampaikan kepada seluruh peserta yang memasukkan penawaran.

price, or the relevance of the initial evaluation be affected.

#### c. Financial Negotiations

- 14.8 The financial negotiations will include a clarification of the Consultant's tax liability in the Employer's country, and how it will be reflected in the Contract; and will reflect the agreed technical modifications in the cost of the services.
- 14.9 The financial negotiations will include a detailed review of all the Consultant's proposed costs including a review of all documentation provided by the Consultant in support of proposed costs. In particular, the Consultants shall provide full details of the remuneration of all nominated experts, according to Section 3 Financial Proposal Standard Forms of the RFP, including the information required in Form FIN-4.

#### 15. Conclusion of the Negotiations

- 15.1 Negotiations will conclude with record of discussion and review of the notice to proceed.
- 15.2 If negotiations reached an agreement, the Employer shall issue a Notice to Proceed to be signed by both parties.
- 15.2 If negotiations fail, the Employer may terminate the negotiations informing the Consultant of the reasons for doing so. The Employer will then invite the next-ranked Consultant to negotiate. Once the Employer commences negotiations with the next-ranked Consultant, the Employer shall not reopen the earlier negotiations.
- 15.4 After all negotiations process reached an agreement, the winner will be announced to all participants who is involved.

#### 16. Penandatanganan Kontrak

- 16.1 Setelah SPMK ditandatangani oleh kedua belah pihak, Pemberi Tugas akan menyerahkan kontrak untuk ditanda-tangani kedua belah pihak.
- 16.2 Konsultan diharapkan untuk memulai Jasa Layanan pada tanggal dan di lokasi yang ditentukan dalam Lembar Data.
- 16.3 Konsultan yang tidak ditunjuk sebagai pemenang kontrak dapat mengajukan sanggah sesuai dengan jadwal waktu yang ditetapkan dan jaminan sanggah sesuai lembar data.
- 16.4 Sanggahan dapat diajukan apabila terjadi penyimpangan terhadap ketentuan dalam dokumen RFP, rekayasa tertentu yang mengakibatkan persaingan tidak sehat dan penyalahgunaan kewenangan dari tim pengadaan.

#### 17. Kerahasiaan

17.1 Informasi yang berkaitan dengan evaluasi Proposal dan rekomendasi mengenai pemenang tidak boleh diperlihatkan kepada Konsultan yang mengajukan Proposal atau kepada orang lain yang tidak secara sah berkaitan dengan proses, sampai dengan SPMK ditanda-tangani.

#### 16. Award of Contract

- 16.1 After the notice to proceed signed by both parties, the Employer shall issue the Contract to be signed by both parties.
- 16.2 The Consultant is expected to commence the Services on the date and at the location specified in the Data Sheet.
- 16.3 The Consultants who were not awarded the Contract may request a debriefing in writing or in a meeting from the Employer according to the stipulated time schedule and guarantee of refutation stated in the data sheet.
- 16.4 a debriefing can be proposed if there is a deviation from the provisions in the RFP document, certain engineering that results in unfair competition and misuse of authority from the procurement team.

#### 17. Confidentiality

17.1 Information relating to evaluation of Proposals and recommendations concerning awards shall not be disclosed to the Consultants who submitted the Proposals or to other persons not officially concerned with the process, until the publication of the notice to proceed.

	Lembar Data		Data Sheet
Paragraf Referensi		Paragraph Reference	
2.1	Nama Pemberi Tugas:	2.1	Name of the Employer:
	PT Jakarta Propertindo, badan usaha milik Pemerintah Provinsi DKI Jakarta (BUMD), yang ditugaskan sebagai Penyelenggara Prasarana dan Sarana LRT di Daerah Provinsi DKI Jakarta Metode seleksi QCBS (Seleksi Berbasis Kualitas dan Biaya)		PT Jakarta Propertindo, the provincial government of DKI Jakarta owned company (BUMD), as the infrastructure and Rolling Stock LRT at Provincial Government of DKI Jakarta  Method of selection: QCBS (Quality and Cost Based Selection)
2.2	Proposal Keuangan harus disampaikan bersama dengan Proposal Teknis :	2.2	Financial Proposal to be submitted together with Technical Proposal:
	Ya <u>√</u> Tidak		Yes_ ✓ No
	Nama penugasan adalah: Jasa Konsultan Studi Kelayakan, Skema Pendanaan dan <i>Basic Engineering Design</i> LRT di Daerah Provinsi DKI Jakarta		Name of the assignment is: Consultant Services Feasibility Study, Funding Scheme, and Basic Engineering Design of LRT at Provincial Government of DKI Jakarta
2.4	Perusahaan konsultan nasional (Indonesia) yang memiliki pengalaman di bidang: Berkaitan perkeretaapian	2.4	National (Indonesian) consulting firms having the experience in the field: Railways concerned
2.5	Aanwijzing akan diadakan:	2.5	A pre-proposal conference will be held:
	Ya ✓ Tidak Tanggal: 01 Maret 2019 Waktu: 15:00 WIB Tempat: PT Jakarta Propertindo (JakPro) Gedung Thamrin City Lantai 1, Lobby Timur JI. Thamrin Boulevard, Jakarta 10340, Indonesia		Yes_ ✓ No  Date: March 01, 2019  Time: 15:00 (Jakarta Local Time)  Venue: PT Jakarta Propertindo (JakPro)  Gedung Thamrin City Lantai 1,  Lobby Timur  JI. Thamrin Boulevard,  Jakarta 10340, Indonesia
	Wakil Pemberi Tugas adalah: XXXXXXXXX		The Employer's representative is: XXXXXXXXX
	Alamat: PT Jakarta Propertindo (JakPro) Gedung Thamrin City Lantai 1, Lobby Timur Jl. Thamrin Boulevard, Jakarta 10340, Indonesi Telepon: +62-21-29625700 Fax: +62-21-29625708 E-mail:		Address: PT Jakarta Propertindo (JakPro) Gedung Thamrin City Lantai 1, Lobby Timur Jl. Thamrin Boulevard, Jakarta 10340, Indonesia Telephone: +62-21-29625700 Fax: +62-21-29625708 E-mail:
2.6	Pemberi Tugas akan memberikan masukan dan data proyek, laporan, dan lain-lain berikut untuk memudahkan penyusunan Proposal:  (1) Feasibility Study Corridor 1 Phase 1 Kelapa Gading-Velodrome (2) Preliminary Design Corridor 1 Phase 1 Kelapa Gading-Velodrome (3) Feasibility Study Phase 2 Velodrome-Tanah Abang (4) Kajian Rencana Induk Perkeretaapian Provinsi DKI Jakarta	2.6	The Employer will provide the following inputs, project data, reports, etc. to facilitate the preparation of the Proposals:  (1) Feasibility Study Corridor 1 Phase 1 Kelapa Gading-Velodrome (2) Preliminary Design Corridor 1 Phase 1 Kelapa Gading-Velodrome (3) Feasibility Study Phase 2 Velodrome-Tanah Abang (4) Kajian Rencana Induk Perkeretaapian Provinsi DKI Jakarta

5.2	Perusahaan konsultan nasional yang akan bergabung dengan Konsultan harus memiliki persyaratan administrasi sebagai berikut:  (1) Izin Usaha Jasa Konstruksi	5.2	The national consulting firms to be joined with the Consultants shall have the following administrative requirements:
	(1) Izin Usaha Jasa Konstruksi (IUJK)/Sertifikat Badan Usaha (SBU) yang dikeluarkan oleh instansi pemerintah yang berwenang yang masih berlaku		(1) Business License for Construction (IUJK)/Business Registration Certificate (SBU) being still valid issued by the governmental authority
	(2) Kompetensi dalam penyusunan <i>Feasibilty Study</i>		(2) Competence in the preparition of <i>Feasibilty</i> Study
	(3) Telah melunasi kewajiban pajak tahun terakhir (SPT/PPH) dan laporan bulanan PPH serta PPN sekurang-kurangnya 3 (tiga) bulan (PPh Pasal 21, PPh Pasal 23, PPh Pasal 25/Pasal 29, PPN)		(3) Last year's income tax already paid and income tax report as well as Value Added Tax at least last three (3) months (PPh Clause 21, PPh Clause 23, PPh Clause 25/Clause 29, PPN)
6.3	Proposal harus disampaikan dalam bahasa berikut: Indonesia dan Inggris	6.3	Proposals shall be submitted in the following language: Indonesia and English
7.1	Proposal harus tetap berlaku 90 hari setelah batas waktu tanggal penyampaian, yaitu sampai: 11 Juni 2019	7.1	Proposals must remain valid 90 days after the submission deadline date, i.e. until: June 11, 2019
8.1	Klarifikasi dapat diminta sampai 06 Maret 2019	8.1	Clarifications may be requested by March 06, 2019
	Alamat untuk meminta klarifikasi adalah:		The address for requesting clarifications is:
	Panitia Pengadaan Jasa Konsultan Studi Kelayakan, Skema Pendanaan dan <i>Basic</i> <i>Engineering Design</i> LRT di Daerah Provinsi DKI Jakarta		Tender Committee for Consultant Services Feasibility Study, Funding Scheme, and Basic Engineering Design of LRT at Provincial Government of DKI Jakarta
	PT Jakarta Propertindo (JakPro) Gedung Thamrin City Lantai 1, Lobby Timur Jl. Thamrin Boulevard Jakarta 10340, Indonesia Telepon: +62-21-29625700 Fax : +62-21-29625708 Email : procurement@jakarta-propertindo.com		PT Jakarta Propertindo (JakPro) Gedung Thamrin City Lantai 1, Lobby Timur Jl. Thamrin Boulevard Jakarta 10340, Indonesia Telepon: +62-21-29625700 Fax : +62-21-29625708 Email : procurement@jakarta-propertindo.com
11.1	Indikasi jumlah tenaga ahli yang harus ditunjukan pada daftar tenaga ahli adalah:	11.1	Estimated numbers of Experts that must be shown on the Expert schedule are:
	<ul> <li>Tenaga Ahli Internasional: 13 Ahli,</li> <li>Tenaga Ahli Lokal: 14 Ahli,</li> <li>Total: 28 Ahli,</li> <li>Biaya penggantian yang berlaku adalah: <ul> <li>(1) biaya perjalanan udara internasional dan lokal yang diperlukan dari Tenaga Ahli dengan moda transportasi yang paling tepat, dan rute langsung yang paling praktis;</li> <li>(2) transportasi darat termasuk sewa kendaraan;</li> </ul> </li> </ul>		<ul> <li>International Experts: 13 Experts,</li> <li>Local Experts: 14 Experts,</li> <li>Total: 28 Experts,</li> <li>The applicable Reimbursable expenses are:  (1) cost of necessary international and local air travel of Experts by the most appropriate means of transport and the most direct practicable route;</li> <li>(2) land transportation including vehicle rental;</li> </ul>

	<ul> <li>(3) biaya komunikasi internasional atau lokal seperti penggunaan telepon dan faksimili yang diperlukan untuk kepentingan dari Jasa Layanan;</li> <li>(4) biaya, sewa dan angkutan dari setiap peralatan yang diperlukan yang harus disediakan oleh Konsultan untuk kepentingan dari Jasa Layanan;</li> <li>(5) biaya pencetakan dan pengiriman laporan yang dihasilkan atas Jasa Layanan;</li> <li>(6) berbagai biaya administrasi dan biaya pendukung termasuk operasional kantor, personil pendukung dan penerjemahan;</li> <li>(7) dana cadangan; dan</li> <li>(8) biaya seperti item lain-lain yang diperlukan untuk kepentingan Jasa Layanan yang tidak tercakup di atas.</li> </ul>		<ul> <li>(3) cost of international or local communications such as the use of telephone and facsimile required for the purpose of the Services;</li> <li>(4) cost, rental of any equipment required to be provided by the Consultants for the purposes of the Services;</li> <li>(5) cost of printing and dispatching of the reports to be produced for the Services;</li> <li>(6) miscellaneous administrative and support costs including office operations, support personnel and translation;</li> <li>(7) provisional sums; and</li> <li>(8) cost of such further items required for purposes of the Services not covered in the foregoing.</li> </ul>
11.2	"Informasi tentang kewajiban pajak Konsultan di negara Pemberi Tugas dapat ditemukan dalam UU No.8/1983 beserta perubahannya, UU No. 36/2008 beserta perubahannya"	11.2	"Information on the Consultant's tax liabilities in the Employer's country can be found in UU No.8/1983 including its revision for Value Added Tax, UU No. 36/2008 including its revision for Personnel Income Tax and UU No. 36/2008 including its revision for Coperate Income Tax."
11.3	Menyatakan harga dari Jasa Layanan dalam mata uang Rupiah (Rp)	11.3	Expressing the price of the Services in the Indonesian Rupiah (Rp)
12.5	Waktu dan tanggal batas waktu pengajuan Proposal:  - Waktu: Pada 17:00 WIB - Tanggal: 13 Maret 2019	12.5	Time and date of the Proposal submission deadline:  - Time: At 17:00 Jakarta local time - Date: March 13, 2019

13.2	Kriteria, sub-kriteria, dan sistem poin untuk evaluasi teknis adalah:	13.2	Criteria, sub-criteria, and point system for the technical evaluation are:				
	Kriteria Poin		Criteria Point				
	1. Pengalaman Perusahaan		1. Experience of Firm				
	Jasa Konsultasi bidang Perkeretaapian yang mencakup perencanaan dan perancangan		Consulting Services of Railway System involving planning or designing				
	Pengalaman proyek dalam (10)     hal ukuran sebanding, sifat proyek, dan teknis khusus yang serupa		Experience of projects in terms of comparable size, project nature, and technical specialty				
	Pengalaman proyek di (5)     keadaan/kondisi sejenis		Experience of projects in (5) similars condition				
	Total points for criterion 1 15		Total points for criterion 1 15				
	Proposal     Pendekatan teknis dan (10) metodologi		Proposal     Technical approach and (10) methodology				
	2) Rencana kerja (10)		2) Work plan (10)				
	3) Organisasi dan susunan (5) staf		3) Organization and staffing (5)				
	Total poin untuk kriteria 2 25  3. Personil		Total points for criterion 2 25  3. Personnel				
	1) Tingkat Pendidikan (10)		1) Education Level (10)				
	2) Pengalaman Kerja (20)		2) Work Experience (20)				
	3) Kompetensi (30)		3) Competencies (30)				
	Total poin untuk kriteria 3 60		Total points for criterion 3 60				
	Total poin untuk 3 kriteria 100		Total points for the 3 criteria 100				
	Nilai teknis minimum yang diperlukan untuk lulus adalah: - 80 poin dalam total - 60% dari total poin pada setiap kategori diatas (1, 2 dan 3)		The minimum technical score required to pass is: - 80 points in the total - 60% points in each category above (1, 2 and 3)				
13.5	Kualitas : biaya (60% : 40%)	13.5	Quality : Price (60% : 40%)				
14.1	Tanggal dan alamat yang diharapkan untuk negosiasi kontrak:	14.1	Expected date and address for contract negotiations:				
	- Tanggal yang diharapkan: 22 Maret 2019 - Alamat: PT Jakarta Propertindo (JakPro) Gedung Thamaria Daylogad		<ul> <li>Expected date: March 22, 2019</li> <li>Address:         PT Jakarta Propertindo (JakPro)         Gedung Thamrin City Lantai 1, Lobby Timur     </li> </ul>				
	Jl. Thamrin Boulevard Jakarta 10340, Indonesia Telepon: +62-21-29625700 Fax : +62-21-29625708 Email :		Jl. Thamrin Boulevard Jakarta 10340, Indonesia Telepon: +62-21-29625700 Fax : +62-21-29625708 Email :				
16.2	Tanggal dimulainya jasa layanan konsultansi yang diharapkan:	16.2	Expected date for commencement of consulting services:				
	Pada: 29 Maret 2019 Lokasi: Jakarta		At: March 29, 2019 Location: Jakarta				

# **Section 2. Technical Proposal - Sample Forms**

# **Table of Technical Forms**

Form TECH-1:	Technical Proposal Submission Form	22
Form TECH-2:	Consultant's Organization and Experience	
	A - Consultant's Organization	24
	B - Consultant's Experience	25
Form TECH-3:	Description of Approach, Methodology and Work Plan for Performing	
	the Assignment	26
Form TECH-4:	Team Composition, Task Assignments and Summary of CV Information	27
Form TECH-5:	Curriculum Vitae (CV) for Proposed Experts	28
Form TECH-6:	Expert Schedule	30
Form TECH-7:	Work Schedule	31
Form TECH-8:	Joint Venture or Association Agreement	32
Form TECH-9:	Integrity Declaration	34

# Form TECH-1: Technical Proposal Submission Form

[Location, Date]

To: PT Jakarta Propertindo (JakPro) Gedung Thamrin City Lantai 1, Lobby Timur Jl. Thamrin Boulevard, Jakarta 10340, Indonesia

#### Dear Sirs:

We, the undersigned, offer to provide the consulting services for Feasibility Study, Funding Scheme, and Basic Engineering Design for LRT Jakarta in accordance with your Request for Proposals dated Februari 26, 2019 and our Proposal. "We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal".

[If the Consultant is a joint venture (JV) or association, insert the following: We are submitting our Proposal as a joint venture or association with: [Insert a list with full name and the legal address of each member, and indicate the lead member]. We have attached a copy [insert: "of our letter of intent to form a joint venture or association" or, if a JV or association is already formed, "of the JV agreement" or "of the Association Agreement"] signed by every participating member, which details the likely legal structure of and the confirmation of joint and severable liability of the members of the said joint venture or association.

If the Consultant's Proposal includes Sub-consultants insert the following: We are submitting our Proposal with the following firms as Sub-consultants: [Insert a list with full name and address of each Sub-consultant.]

#### We hereby declare that:

- (a) All the information provided and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the Employer.
- (b) Our Proposal shall be valid and remain binding upon us for the period of time specified in the Data Sheet, Clause 7.1.
- (c) We have no conflict of interest in accordance with ITC 3.
- (d) We meet the eligibility requirements as stated in ITC 5, and we confirm our understanding of our obligation to abide the descriptions in regard to corrupt and fraudulent practices as per ITC 4.
- (e) We will receive a termination of the contract in the future as long as the work is still in progress known proven involved criminal acts
- (f) We are not as an employee of PT Jakarta Propertindo
- (g) We are not involvement in criminal offenses
- (h) We are not currently and will not engage conflict with the parties concerned, directly or indirectly in this procurement process;
- (i) Business entity, we represent is not included in the blacklist, it is not within the supervision of the Court, not bankruptcy, and its business activities not being terminated;
- (j) For one and/or all administrators business entity I represent is not included in the black list;

(k) We will receive a termination of the contract in the future as long as the work is still in progress known proven involved criminal acts
We undertake to negotiate a Contract on the basis of the proposed Experts. We accept that the substitution of Experts for reasons other than those stated in ITC 7.5 and ITC 14.4 may lead to the termination of Contract negotiations.
Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.
We understand that the Employer is not bound to accept any Proposal that the Employer receives.
We remain,
Yours sincerely,

[For a joint venture or association, either all members shall sign or only the lead member, in which case the power of attorney to sign on behalf of all members shall be attached]

Authorized Signature [In full and initials]:

Contact information [phone and e-mail]:

In the caoacity of:

Name of Consultant [company's name or JV's or Association's name]:

Name and Title of Signatory:

# Form TECH-2: Consultants's Organization and Experience

# A - Consultant's Organization

[Provide here a brief (two pages) description of the organization and general experience of the Consultant and, if applicable, each joint venture partner or association for this consulting sevices.]

## **B** - Consultant's Experience

[Using the format below, provide information on each consulting services for which your firm and each joint venture or association member for this assignment, was legally contracted either individually as a corporate entity or as a lead firm or one of members within a joint venture or association, for carrying out the relevant services similar to the ones requested under this consulting services in the last ten (10) years.]

Assignment Name:		Country:
Location within Count	ry:	Professional Staff Provided by Your Firm/entity (Profiles: name and kind of professional):
Name of Employer:		No. of Staff (Total and by Your Firm) (Divid-ing into international and local)  Total :  By Your Firm :
Address:		No. of Staff-Months (Total and by Your Firm) (Dividing into international and local) Total : By Your Firm :
Start Date (Month/Year):	Completion Date (Month/Year):	Duration of Assignment:
Contract Amount (In Cu	rrent US\$):	Fund Source:
Approx. Value of Service	es Provided by Your Fi	rm under the Contrcat (in Current US\$):
Name of Associated C	Consultants, if Any:	No. of Months of Professional Staff Provided by Each of Associated Consultants (Dividing into international and local):
Narrative Description	of Project:	
	ubjects defined in the	otal and by Your Firm (If the actual provided services Clause 13.2 of the Data Sheet of ITC, please clearly

Firm's Name:

# Form TECH-3: Descriptions of Approach, Methodology and Work Plan for Performing the Assignment

[Technical approach, methodology and work plan are key components of the Technical Proposal. You are suggested to present your Technical Proposal (inclusive of charts and diagrams) divided into the following three chapters:

- a) Technical Approach and Methodology,
- b) Work Plan. and
- c) Organization and Staffing,
- a) Technical Approach and Methodology. In this chapter you should explain your understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You should highlight the problems being addressed and their importance, and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach. Staffing for training should also be explained, if so required in the TOR. Please do not repeat/copy the TOR in here.
- b) Work Plan. In this chapter you should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Employer), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here. The work plan should be consistent with the Work Schedule of Form TECH-8.
- c) Organization and Staffing. In this chapter you should propose the structure and composition of your team. You should list the main disciplines of the assignment, the Experts, and proposed technical and administrative support staff. You shall also specify if you will be the lead firm in a joint venture/association or in being teamed with Sub-consultants. For joint ventures or associations, you must attach a copy of the joint venture agreement/association agreement or a letter of intention to form a Joint Venture or Association, as specified in Form TECH-1.]

# Form TECH-4: Team Composition, Task Consultancy Service and Summary of CV Informations

No.	Family Name, First Name	Firm Acronym	Area of Expertise	Position Assigned	Task Assigned	Nationality	Employment Status with Firm (full-time, or other)	Education / Degree (Year / Institution)	No. of Years of Relevant Project Experience	CV Signature (by expert/by other)
1.										
2.										
3.										
4.										
5.										
6.										
7.										
8.										
9.										

# Form TECH-5: Curriculum Vitae (CV) for Proposed Experts

1.	Proposed Position [only one candidate shall be nominated for each position]:
2.	Name of Firm [insert name of firm proposing the expert]:
3.	Name of Expert (insert ful name):
4.	Date of Birth: Nationality:
5.	Education [indicate college/university and other specialized education of expert, giving names of institutions, degrees obtained, and dates (Day/Month/Year) of obtainment together with copy of obtained deploma]:
6.	Membership in Professional Associations:
7.	Other Trainings [insert significant training since degrees under No.5 Education were obtained]
8.	Countries of Work Experience [list countries where expert has worked in the last ten years]:
9.	Languages [For each language indicate proficiencies: excellent, good, average, below average, or poor in speaking, reading, and writing, please attach the last two (2) years TOEFL/IELTS/TOEIC/EIKEN results as reference]:
10.	Employment Record [Starting with present position, list in reverse order every employement held by expert since graduation, giving for each employement (see frormat here below): dates or employement, name of employing organization, position held]:
	From (Month/ Year): To (Month/ Year): Name of employing organization: Employment status: Position held:

11. List of Task Performed [List all tasks performed up to now]	12. Detailed Contents of Task Performed [Among the tasks in which the expert has been involved up to now, indicate the following information]
	Name of assignment or project:To (Month/Year):To
	Duration (Years):
	Location:Assignment or project employer:
	Main assignment or project features: Positions held¹:
	Activities performed <sup>1</sup> :
<ul> <li>(i) this CV correctly describes in the absence of medical in of the inputs specified for medical takes place within the validition.</li> <li>(iii) I am committed to undertaken in the inputs of the team assignment;</li> </ul>	best of my knowledge and belief that:  my qualifications and my experience; ncapacity, I will undertake this assignment for the duration and in terms are in the Expert Schedule in Form TECH-7 provided team mobilization ty of this proposal or any agreed extension thereof; e the assignment within the validity of Proposal; n who wrote the Terms of Reference for this consulting services exatement described herein may lead to my disqualification or dismissal,
	Dete
[Signature of exper]	Date:
Full name and signature of authori	ized representative:

<sup>&</sup>lt;sup>1</sup> The Consultant is requested to provide detailed informations in terms of field concerned, kind of responsibility or duty, job description, etc. Furthermore, if the same or similar assignment being proposed for this time consulting service has already been experienced in the past assignment or project, please describe those facts.

# Form TECH-6: Expert Schedule

	Name of Expert /Category (Inte	Position	Professional Expert Input (in the form of a bar chart)													Total
No.		/Category (Interna-	1	2	3	4	5	6	7	8	9	10	11	12	n	Man- Month
1.																
2.																
3.																
n.																

# Form TECH-7: Work Schedule

No.	A official 1							Months <sup>2</sup>						
INO.	Activity <sup>1</sup>	1	2	3	4	5	6	7	8	9	10	11	12	n
1.														
2.														
3.														
4.														
5.														
n.														

Indicate all main activities of the assignment, including delivery of reports (e.g.: inception, monthly, and final reports), and other benchmarks such as Employer approvals. For phased assignments indicate activities, delivery of reports, and benchmarks separately for each phase.
 Duration of activities shall be indicated in the form of a bar chart.

## Form TECH-8: Joint Venture or Association Agreement

#### **Joint Venture or Association Agreement**

To PT Jakarta Propertindo (JakPro)
Gedung Thamrin City Lantai 1, Lobby Timur
Jl. Thamrin Boulevard,
Jakarta 10340, Indonesia

The undersigned of this declaration of cooperation are by means of attached Power of Attorney legally authorized to act with regard to Procurement of Consultant of Feasibility Study, Funding Scheme, and Basic Engineering Design for LRT Jakarta and on behalf of their organizations.

#### They hereby declare:

1.	that they will legalize a Joint Venture Letter or Association Agreement in case that a Contract fo
	the Consultant Feasibility Study, Funding Scheme, and Basic Engineering Design for LR7
	Jakarta, is awarded to their group;
2.	that they have nominated [name of the lead partner] as the Sponsor Firm of
	the group for the purpose of this Bid:

- the group for the purpose of this Bid;

  3. that they authorized Mr./Ms. \_\_\_\_\_ [name of the person, who authorized to act as the Representative on behalf of the Joint Venture or Association] to act as the Bidder's Representative in the name and on behalf of their group;
- 4. that either lead consultant shall be liable solely, or all partners of the Joint Venture or Association shall be liable jointly and severally *[to be selected as applicable one]* for the execution of the Contract:
- 5. that this Joint Venture or Association is a group of consuming firms constituted for the purpose of the execution of the Consultant of Feasibility Study, Funding Scheme, and Basic Engineering Design for LRT Jakarta) under this Contract;
- 6. that if the Employer accepts the Bid of this Joint Venture or Association, it shall not be modified in its composition or constitution until the completion of Contract without the prior consent of the Employer.
- 7. that the share of work in the contract amount by each partner of Joint Venture or Association will be estimated as follows.

Joint Venture or Association	Name of Firm	Shared Work of Contract Amount (%)
Lead Partner	1.	
Partner	1. 2. 3. 4.	
Total Shared	100%	

(Note): The percentage shown in the table above is only provisional at the proposal stage. The final one will be fixed after the negoatiation of all matters with the Employer is finished if we were awarded.

Give names and positions of the proposed Joint Venture or Association Representatives, as well as organization's names and addresses:

# **Lead Partner**

1	۱.	Name :	Signature :
		Position:	Date :
		Representative of : (Organization's Name)	

## **Partner**

1.	Name :	Signature :			
	Position :	Date :			
	Representative of : (Organization's Name)				
		I 0:			
2.	Name:	Signature :			
	Position :	Date :			
	Representative of : (Organization's Name)				
3.	Name :	Signature :			
	Position:	Date :			
	Representative of : (Organization's Name)				
4.	Name :	Signature :			
	Position :	Date :			
	Representative of : (Organization's Name)				
5.	Name :	Signature :			
	Position :	Date :			
	Representative of : (Organization's Name)				
6.	Name :	Signature :			
	Position:	Date :			
	Representative of : (Organization's Name)				
	,				
7.	Name :	Signature :			
	Position:	Date :			
	Representative of : (Organization's Name)				

# Form TECH-9: Integrity Declaration

I, the undersigned:	
N a m e	:
Position	:
In accordance with the	powers of representation given to me be by the Company's regulations and
Articles of Association,	on behalf of :
Company Name	:
Address	:

For the implementation of the LRT Jakarta Project – Consultant Services Feasibility Study, Funding Scheme, and Basic Engineering Design at Provicial Government of DKI Jakarta, hereby state that I:

- 1. Will not undertake or take part in any Collusion, Corruption or Nepotism practice;
- 2. Will report to the relevant Authorities any knowledge of any acts or indication of Collusion, Corruption or Nepotism during project implementation period;
- 3. Will carry out this duty and obligation in the most honest, transparent and professional way and will deploy all necessary capabilities and resources to provide the best works results, from mobilisation, design, manufacturing, testing and commissioning project activities until the final acceptance of all project deliverables on site;
- 4. Will accept and be prepared to receive moral sanction, administration sanction and legal sanction in accordance with the Republic of Indonesia applicable Law, if I breach or conflict in any way with all that I stated in this INTEGRITY DECLARATION.

lalianta	0040
Jakarta,	2019
<	>

# **Section 3. Financial Proposal – Standard Forms**

# **Table of Financial Forms**

Form FIN-1:	Financiall Proposal Submission Form	36
Form FIN-2:	Summary of Costs	37
Form FIN-3:	Remuneration	38
Form FIN-4:	Breakdown of Remuneration	39
Form FIN-5:	Breakdown of Reimbursable Expenses	40
Appendix:	Instructions for Preparing Financial Proposal Forms FIN-1 to FIN-5	41

## Form FIN-1: Financial Proposal Submission Form

[Location, Date]

To: PT Jakarta Propertindo (JakPro)
Gedung Thamrin City Lantai 1, Lobby Timur
JI. Thamrin Boulevard,
Jakarta 10340, Indonesia

Dear Sirs:

We, the undersigned, offer to provide the consulting services for Feasibility Study, Funding Scheme, and Basic Engineering Design for LRT Jakarta in accordance with your Request for Proposal dated February 26, 2019 and our Technical Proposal. Our attached Financial Proposal is for the sum of [insert amount(s) in words and figures<sup>1</sup>].

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e. before the date indicated in Clause 7.1 of the Data Sheet.

١٨/-				4	D	Il vou receive.
$VV \triangle$	HINGERSTANG	VOU STA	not noting	to accent	any Proposa	II VALI FACAIVA

We remain,	 • •	
Yours sincerely,		
Authorized Signature [In full and initials]: _ Name and Title of Signatory: Name of Firm: Address:		

<sup>&</sup>lt;sup>1</sup> Amounts must coincide with the ones indicated under Total in Form FIN-2. This amount is inclusive of the local indirect taxes, which shall be confirmed during negotiations, and included in the Contract price.

### Form FIN-2: Summary of Costs

#### Invitation No.

	Forein Currency (US\$)	Local Currency (Rupiah)
Competitive Components:		
1. Remuneration		
2. Reimbursable Expenses		
Sub Total <sup>1</sup>		
Non-Competitive Components		
3. Indirect Taxes Estimates <sup>2</sup>		
Sub-Total		
Total		

<sup>&</sup>lt;sup>1</sup> Indicate the aggregate costs, which are exclusive of local indirect taxes, to be fixed by the Employer in each currency for remuneration and reimbursable expenses. Such aggregate costs must coincide with the sum of the relevant subtotals indicated in Form FIN-3 and Form FIN-5 provided with the Proposal.

Indirect taxes to be discussed and finalized at the negotiations if the Contract is awarded.

### Form FIN-3: Remuneration

#### Invitation No.

Name of Personnel	Firm Acronym	Employment Status <sup>1</sup>	Position	Month	Rate per Month (Currency)	Total (Currency)
International Expert  1.						
2.						
3.						
n.						
Total						
Local Expert 1. 2.						
3.						
n.						
Total						
Local Supporting Staff 1.						
2. 3.						
J.						
n.						
Total						

<sup>&</sup>lt;sup>1</sup> Full-time (FT) – employee of the lead firm or joint venture/association member or Sub-consultant; Other Source (OS) – an Expert provided by another source that is not a joint venture//association member or a Sub-consultant firm; Independent Expert (IP) – independent, self-employed Expert

38

### Form FIN-4: Breakdown of Remuneration

#### Invitation No.

	Expert		Basic Monthly Salary	Social Charges	Overhead	Sub Total	Fee	Home Office Rate / Month		Field Rate / Month	Multiplier	Support
Full Name Position	Firm <sup>1</sup>	Employment Status <sup>2</sup>	Currency <sup>3</sup>	Amount % of 1	Amount % of 1	Amount	Amount % of 4	Rate / Month	Amount %/ of 1	IVIOTILIT		Document
Position		Status	1	2	3	4=1+2+3	5	6=4+5	7	8=6+7	9=6/1	10
1.												
2.												
3.												
4.												
5.												

#### Note:

- 1. Initials of firm, Joint Venture/Association member or Sub-consultant (please indicatein the box below, the firm represented
- 2. FT Full time with firm or Joint Venture/Association member or Sub-consultant
  - OS Expert being provided by other source (other than lead firm or Joint Venture/Association member or Sub-consultant IP - Independent, self-employed Expert
- 3. Currency is Rupiah
- 4. If applicable, please provide explanations.

Firm Name

Certified as Correct	:
	-
Name	:
	-
Position in Firm	
	-
Date	:

### Form FIN-5: Breakdown of Reimbursable Expenses

#### Invitation No.

			Unit			Cost
Reimbursable Expenses	Unit	Currency	Cost	Qty	Foreign Expense	Local Expense
International travel						
2. Miscellaneous travel expenses						
3. Per diem						
4. Local transportation cost						
5. Accommodation expenses						
6. Communication cost						
7. Printing, reproduction of reports						
8. Office rental, car rental, etc.						
Miscellaneous administrative and office support costs						
10.Other required costs for the services						
Total						

#### Appendix: Instructions for Preparing Financial Proposal Forms FIN-1 to FIN-5

- 1 Forms FIN-1 to FIN-5 must be completed and submitted to the Employer in hard and soft copies, strictly in accordance with the instructions.
- 2 It is the Consultant's responsibility to ensure the correct Financial Proposal format.
- 3 **Form FIN-1:** Financial Proposal Submission Form shall be filled in following the instructions provided in the Form.
- 4 **Form FIN-2:** Form FIN-2 provides a summary of the elements of estimated costs for implementation of the proposed Consultant services.
- **Form FIN-3:** The purpose of Form FIN-3 is to identify the monthly billing rates for each Personnel to be fielded by the Consultant as part of its proposed team of the Consultant.
- Form FIN-4: The full details showing how the remuneration rate was determined must be provided in Form FIN-4. These include basic salary, social charges, overhead fee and other special loadings to the basic salary that may be applicable, and these shall be shown in complete detail on Form FIN-4.

The following provides guidance as to the meaning of these terms.

- (i) The Basic Monthly Salary is the actual base salary payable on a regular basis by the Consultant, or its Sub-consultant to its regular full-time employee based on the employee's contract of employment with the firm. This is before any supplemental payments or any deductions are made to or from the salary. During contract negotiations, the Consultant will be required to provide certified copies of salary slips, contracts of employment or other relevant documents to be regarded as equivalent to the said documents to support salaries the Consultant shows in the Financial Proposal.
- (ii) **Social Charges** represent costs to the Consultant of specific employee benefits such as paid vacation, contributions to pension funds, insurance and similar costs directly attributable to the employee. These costs should be distinguished from the generalized overhead costs of the firm.
- (iii) The Overhead Cost represents the Consultant's normal overhead expense at the home office that is attributable to its consulting activity. The Consultant and its Joint Venture member/Association or its Sub-consultant should each show one overall average percentage figure to be applied for all of their own experts who are regular full-time employees. In the case of independent individual Experts contracted from outside the Consultant's own regular full time employees, a suitably reduced overhead may be shown as a percentage of their contracted cost.
- (iv) **The Fee**, or profit to be earned by the Consultant is computed as a percentage of the summation of the basic monthly salary, the social charges and the overhead cost.
- (v) Other Allowances provide for inclusion of any other payment the Consultant is obligated in accordance with the Consultant's employment policies, to add to the Expert's home office basic monthly salary when the Expert is working outside its home country. For such cases during contract negotiations the Consultant must provide a copy of the Expert's employment conditions showing the Consultant's obligation to make this payment. When this allowance is accepted by the Employer, it is computed at a percentage of the Expert's basic salary and is not subject to social charges, overhead cost or fee additions. The maximum allowance the Employer will accept is limited to 20 percent of the Expert's basic salary.
- (vi) **The Multiplier** shows the ratio between the home office rate per month and the basic monthly salary. These multipliers are subject to negotiation.
- (vii) **Support Documentation** in the form of salary slips, contract of employment or other relevant documents to be regarded as equivalent to the said documents to support basic salaries shown by the Consultant in the Financial Proposal and a copy of the Consultant's (or Sub-Consultant's latest

set of annual statement of income and expense will be required for review by the Employer during contract negotiations. Annual statement should be a copy certified by an independent auditor.

- **7 Form FIN-5** The purpose of Form FIN-5 is to identify all reimbursable expenses in foreign and local currencies considered by the Consultant necessary to carry out the assignment.
  - (i) All required reimbursable expense is an international or a local expense.
    - a. Type whether the expense is an international or local expense.
    - b. Unit type of unit (monthly, daily lump sum, etc.)
    - c. Currency currency of expense
    - d. Per unit cost unit rate for the item
    - e. Quantity quantity of the item

#### (ii) International Travel

International travel costs will show the airfares needed by International Experts to travel from their home office, or regular place of work, to the field, by the most appropriate and the most direct practicable route.

For International Experts spending twenty-four (24) consecutive months or more in the Employer's country, one extra round trip will be reimbursed for every twenty-four (24) months of assignment in the Employer's country. Such International Experts will be entitled to such extra round trip only if upon their return to the Employer's country, such International Experts are scheduled to serve for the purposes of the Project for a further period of not less than six (6) consecutive months.

The number of round trips, the cost for each trip and destinations should be shown under "air travel".

#### (iii) Miscellaneous Travel Expenses

A separate item "Miscellaneous Travel Expenses" should be shown to cover a lump sum allowance per round trip for processing necessary travel documents (passport, visas, travel permits), airport taxes, transport to and from airports, inoculations, the cost of excess baggage up to ten (10) kilograms per person, or the equivalent in cost of unaccompanied baggage or air freight for each International Expert.

#### (iv) Miscellaneous Costs

Miscellaneous costs include, but are not limited to:

- a. The costs of international and local communication reasonably required by the Consultant for the purposes of the Services;
- b. The cost of printing, reproducing and shipping of the documents, reports, drawings, etc.;
- c. The cost of acquisition, shipment and handling of the equipment, instruments, materials and supplies required for the Services;
- d. Miscellaneous administrative and support costs.

#### Standard Form A

Breakdown of Social Charges
(As claimed in Form FIN-4 Column (Social Cahrges) and Shown as a Percentage of Total Salary Cost of Firm's Regular Professional Staff)

Item Description	Reference <sup>1</sup>	Amount (Currency)	As % of Total Basic Salary <sup>2</sup>	Comments
1.				
2.				
3.				
4.				
5.				
		Total <sup>3</sup>	0.00%	

<sup>&</sup>lt;sup>1</sup> You may refer to an income statement or an equivalent financial report.

An independent auditor should also certify these figures as correct.
 This figure should correspond to the total percentage for social charges claimed in FIN-4 Column (Social Charges) for the experts shown.

### Illustrative Example of Computing Social Charges (Form A)

#### **Breakdown of Social Charges** (As claimed in Form FIN-4 Column (Social Charges) and Shown as a Percentage of Total Salary Cost of Firm's Regular Professional Staff)1

Item Description	Reference <sup>2</sup>	Amount (Currency)	As % of Total Basic Salary	Comments
Statutory Holidays	n/a	n/a	3.84% <sup>4</sup>	
2. Vacation Leave	n/a	n/a	7.69% <sup>5</sup>	
3. Sick Leave	n/a	n/a	1.92% <sup>6</sup>	
4. 13 <sup>th</sup> month pay	IS (1)	1,605	0.74%	
5. Incentive pay	IS (2)	1,350	0.62%	
6. Retirement/Super Annuation Fund	IS (3)	5,958	2.76%	
7. Social Security Contribution	IS (4)	3,670	1.70%	
8. Health and Medical Expense	IS (5)	2,025	0.94%	
9. Meal Allowance	IS (6)	1,826	0.84%	
10. Education/Training Benefits	IS (7)	1,675	0.77%	
	IS (T) <sup>3</sup>	Total	21.82% <sup>7</sup>	

Certified correct by an independent auditor.
 IS = Income Statement.

 $<sup>^{3}</sup>$  IS reference (T) = 216,131.

Example: 2 weeks/52 weeks = 3.84%.
Example: 4 weeks/52 weeks = 7.69%.

<sup>&</sup>lt;sup>6</sup> Example: 1 week/52 weeks = 1.92%.

<sup>&</sup>lt;sup>7</sup> Corresponds to the total percentage for social charges claimed in FIN-4 Column (Social Charges) for the experts shown.

#### Standard Form B

# Breakdown of Overhead Costs (As claimed in Form FIN-4 Column (Overhead) and Shown as a Percentage of Total Salary Cost of Firm's Regular Professional Staff)

Item Description	Reference <sup>1</sup>	Amount (Currency)	As % of Total Basic Salary <sup>2</sup>	Comments
1.				
2.				
3.				
4.				
5.				
		T . 12	0.000/	
		Total <sup>3</sup>	0.00%	

<sup>&</sup>lt;sup>1</sup> You may refer to an income statement or an equivalent financial report.

<sup>&</sup>lt;sup>2</sup> Copies of the firm's recent annual statements of income and expenditure should support these figures, where relevant items of cost including the total basic salaries used in the computation can be shown. An independent auditor should also certify these figures as correct.

<sup>&</sup>lt;sup>3</sup> This figure should correspond to the total percentage for overhead cost claimed in FIN-4 Column (Overhead) for the experts shown.

### Illustrative Example of Computing Overhead Costs (Form B)

# Breakdown of Overhead Costs (As claimed in Form FIN-4 Column (Overhead) and Shown as a Percentage of Total Salary Cost of Firm's Regular Professional Staff)<sup>1</sup>

Item Description	Reference <sup>2</sup>	Amount (Currency)	As % of Total Basic Salary	Comments
1. Amortization Expense	IS (A)	13,587	6.29%	
2. Depreciation Expense	IS (B)	12,097	5.60%	
3. Rent	IS (C)	24,000	11.10%	
4. Insurance Expense	IS (D)	9,594	4.44%	
5. Professional Fees	IS (E)	18,000	8.33%	
6. Light, Power and Water	IS (F)	19,521	9.03%	
7. Telephone/Communications Facilities	IS (G)	9,117	4.22%	
8. Travel and Transportation	IS (H)	11,726	5.42%	
9. Data Processing Costs	IS (I)	12,735	5.89%	
10. Federal/State Taxes and Licenses	IS (J)	1,814	0.84%	
11. Representation	IS (K)	12,503	5.78%	
12. Office Supplies	IS (L)	12,496	5.78%	
13. Advertising and Promotion	IS (M)	10,255	4.74%	
14. Repairs and Maintenance	IS (N)	7,891	3.65%	
15. Personnel Training and Development	IS (O)	5,145	2.38%	
16. Research and Development	IS (P)	8,675	4.01%	
17. Subscription Dues	IS (Q)	1,275	0.59%	
18. Membership Dues	IS (R)	4,600	2.13%	
19. Salary - Non-Billable/Administrative Staff	IS (S)	43,483	20.12%	
	IS (T)	Total <sup>3</sup>	110.34% <sup>4</sup>	

<sup>&</sup>lt;sup>1</sup> Certified correct by an independent auditor.

<sup>&</sup>lt;sup>2</sup> IS = Income Statement.

<sup>&</sup>lt;sup>3</sup> Reference (T) = 216,131.

 $<sup>^{4}\,</sup>$  Corresponds to the total percentage for overhead cost claimed in FIN-4 column 3 for the experts shown.

### Bagian 4. Kerangka Acuan Kerja untuk

Jasa Konsultan Studi Kelayakan, Skema Pendanaan, dan *Basic Engineering Design* Sesuai Koridor RIP Provinsi DKI Jakarta

#### 1. LATAR BELAKANG

Daerah mega metropolitan Jabodetabek yang terdiri dari Jakarta, Bogor, Depok, Tangerang dan Bekasi terus berkembang sebagai pusat kegiatan ekonomi dan sosial di Indonesia. tersebut Perkembangan terutama karena peningkatan pesat penduduk, dan pertumbuhan ekonomi di daerah tersebut telah menyebabkan beberapa masalah klasik perkotaan. Dari antara masalah tersebut, masalah kemacetan lalu lintas telah semakin memburuk dari tahun ke tahun terutama di sekitar koridor yang menghubungkan kawasan perumahan ke daerah pusat kegiatan sosial, ekonomi dan pemerintahan. Akibatnya, telah menyebabkan kerugian besar ekonomi dalam kegiatan masyarakat sehari-hari karena peningkatan waktu dan biaya yang dikeluarkan untuk transportasi, penurunan kualitas kondisi lingkungan, peningkatan kecelakaan lalu lintas, dan lain lain.

Untuk mengatasi masalah transportasi tersebut, sekarang perlu segera dikembangkan suatu sistem transportasi publik yang komprehensif dan dapat diandalkan baik dalam hal kuantitas maupun kualitas di daerah Jabodetabek.

Dalam hal ini, beberapa program pembangunan telah dirumuskan oleh Pemerintah Pusat maupun Pemerintah Daerah DKI Jakarta seperti revitalisasi sistem perkeretaapian Jabotabek yang ada, memperkenalkan sistem BRT (*Bus Rapid Transport*), pengembangan jaringan sistem *mass rapid transit* (MRT) dan sistem angkutan kereta api ringan (LRT), memperkenalkan sistem *Electronic Road Pricing* (ERP) untuk membatasi volume lalu lintas di wilayah yang ditetapkan, dan lain lain. Kemudian, beberapa program tersebut telah dilaksanakan, dan beberapa sekarang pada kondisi operasi komersial.

Pengembangan sistem LRT diharapkan untuk menjalankan banyak fungsi seperti meningkatkan kuantitas dan kualitas sistem transportasi umum, perluasan cakupan penyediaan jasa transportasi, meningkatkan integrasi serta kordinasi dengan moda transportasi lainnya, dan lain lain.

### Section 4. Terms of Reference for

Consultant of Services Feasibility Study, Funding Scheme, and Basic Engineering Design as According to The Corridor From RIP of DKI Jakarta Province

#### 1. BACKGROUND

The mega metropolitan area of Jabodetabek consisting of Jakarta, Bogor, Depok, Tangerang and Bekasi has been continuously developing as the center of political, economical and social activities in Indonesia. Such development is especially due to the rapid increase of population, and the growth of economic matters in the said area has caused several classic urban problems. Among those, the problem of traffic congestion has gotten worst year by year especially around the corridors connecting the residential district to the center area of social, economic and governmental activities. As a result, it has brought about a large economic loss in the daily activities of people by the increase of time and cost being spent for decrease transportation, of quality environmental conditions, increase of traffic accidents, etc.

In order to alleviate such transportation problems, it is now urgently required to develop a comprehensive and reliable public transportation system in terms of quantity and quality in the Jabodetabek area.

In this regard, several development programs have already been formulated by the central government as well as the DKI Jakarta local government such as revitalization of the existing Jabotabek railway system, introduction of BRT (Bus Rapid Transport) system, development of network of mass rapid transit (MRT) system and light railway transit (LRT) system, introducting Electronic Road Pricing (ERP) system to restrict traffic volume in the defined area, etc. Then, some of those programs have already been put into practice, and some are now under the condition of commercial operation.

The development of LRT system is expected to perform many functions such as increasing quantity and quality of public transportation system, widening a coverage of providing transportation services, improving integration as well as cooperation with other transport modes, etc.

Untuk memenuhi harapan ini, Badan Usaha Milik Pemerintah Provinsi DKI Jakarta (BUMD) \ditugaskan sebagai pemilik proyek (pemberi tugas proyek) dari proyek LRT Jakarta ini terutama untuk segera mengembangkan koridor eksisting LRT Jakarta Fase 1 Koridor 1 Kelapa Gading-Velodrome.

Dalam hal ini, kini telah dibuat program mempekerjakan konsultan bertaraf internasional yang diminta untuk membantu pemilik proyek dalam penyiapan Dokumen Perencanaan Penyelenggaraan Koridor Pengembangan LRT Jakarta.

In order to meet this expectation, the Provincial Government of DKI Jakarta owned company (BUMD) has been assigned as project owner (project employer) of this Jakarta LRT project especially for developing the next corridor from existing LRT Jakarta Phase 1 Corridor 1 Kelapa Gading-Velodrome

In this connection, it is now programmed to employ an international consultant to assist the project owner in make the Services Planning Documents for Development Corridor LRT Jakarta.

#### 2. TUJUAN

Berdasarkan latar belakang yang diuraikan di atas, tujuan dari jasa konsultansi untuk

- Membuat studi kelayakan seluruh koridor pengembangan LRT Jakarta dengan memperhatikan Rencana Induk Perkeretaapian Provinsi DKI Jakarta dan peraturan lainnya yang berlaku.
- Membuat dokumen Basic Engineering Design seluruh koridor dengan memperhatikan Rencana Induk Perkeretaapian Provinsi DKI Jakarta dan peraturan lainnya yang berlaku.
- Membuat model bisnis dan skema pendanaan pembangunan, operasi, pemeliharaan dan pengusahaan seluruh koridor LRT Jakarta sesuai RIPP DKI Jakarta.
- Disetujuinya trase koridor pengembangan LRT Jakarta sesuai dengan memperhatikan RIPP Provinsi DKI Jakarta dan peraturan lainnya yang berlaku.

#### 2. OBJECTIVES

Based on the background described above, the objectives of this consulting services of

- Make a feasibility study for all the Jakarta LRT development corridors in line the DKI Jakarta Provincial Railroad Master Plan and other regulations
- Make a Basic Engineering Design for all corridors document in line the DKI Jakarta Provincial Railroad Master Plan and other regulations
- Creating a business model and financing scheme for the construction, operation, maintenance and operation of the all Jakarta LRT corridor in line the DKI Jakarta Provincial Railroad Master Plan.
- Approval of the route of the Jakarta LRT development corridor in line the DKI Jakarta Provincial Railroad Master Plan and other applicable regulations

#### 3. LINGKUP PEKERJAAN

Untuk memperoleh tujuan tersebut di atas, lingkup pekerjaan pada setiap tahap ditunjukkan di bawah, namun tidak terbatas pada pekerjaan-pekerjaan tersebut. Mungkin ada lingkup pekerjaan tambahan atau revisi lingkup pekerjaan yang diperlukan sesuai dengan perubahan kondisi sekitar pelaksanaan proyek.

#### (1) Persiapan

Memberikan laporan mengenai jadwal rencana kajian beserta persiapan yang diperlukan dan metode kerja

- (2) Survei pendahuluan, pengumpulan data primer dan pengumpulan data sekunder
  - Mereviu Rencana Induk Perkeretaapian Provinsi DKI Jakarta
  - Mengumpulkan data dari Dinas terkait Provinsi DKI Jakarta untuk perecanaan LRT Jakarta
  - c. Kesesuaian dengan Rencana Tata Ruang dan Wilayah Provinsi DKI Jakarta

#### Survei Lokasi

- Melaksanakan survei lapangan dan investigasi kondisi sekarang sepanjang lintas pelayanan dengan memperhatikan RIP untuk persiapan desain teknik awal;
- b. Mengidentifikasi objek halangan dan potensi halangan selama proses pembangunan dan operasional LRT;
- c. Berkoordinasi dengan dinas terkait untuk mengetahui rencana pengembangan dikemudian hari pada sepanjang lintas layanan.

#### (4) Studi Kelayakan

- Membuat kriteria desain sistem LRT yang akan dipakai sambil meninjau ulang kajian sebelumnya serta mempertimbangkan kondisi sistem LRT lainnya yang diprogram;
- b. Membuat Studi Kelayakan terhadap indikasi seluruh koridor pada RIP DKI Jakarta sesuai kebutuhan persetujuan trase oleh kementerian perhubungan, kajian teknis, kajian ekonomi sambil meninjau ulang hasil studi kelayakan sebelumnya, dan merekomendasikan koridor yang dibutuhkan untuk diimplementasi termasuk membantu dalam membuat keputusan akhir koridor yang pertama akan diwujudkan.
- c. Meninjau ulang atau menyiapkan desain teknik awal berdasarkan pada kajian sebelumnya dengan mempertimbangkan desain standar,

#### 3. SCOPE OF WORKS

In order to obtain the objectives mentioned above, the scope of works on each stage are shown below, but not limited to those works. There may be additional or revised scope of works required in accordance with changing surrounding conditions of the project implementation.

#### (1) Preparation

Provide the schedule of the study plan along with the necessary preparations and work methods

- (2) Preliminary survey and secondary data collection
  - Review the Jakarta Provincial Railroad
     Master Plan (RIPP DKI Jakarta)
  - Collect data from the relevant Authorities DKI Jakarta Province for planning the Jakarta LRT
  - c. Compatibility with the DKI Jakarta Spatial Planning and Province

#### (3) Location Survey

- a. Carry out the field survey and investigation on the present conditions along the said decided corridors for preparation of preliminary engineering design;
- Identify obstacles and potential obstacles during the LRT development and operational process;
- Coordinate with relevant authoritites to find out future development plans along the route.

#### (4) Feasibility Study

- Make a design criteria of LRT system to be adopted while reviewing the previous study as well as considering the conditions of others programmed LRT system;
- b. Make feasibility study on all the indicate planned corridors in line Railroad Master Plan DKI Jakarta for route approval from Ministry of Transportation, technical study, and economical requirements while reviewing the result of previous feasibility study and recommend the very urgently needed corridor for implementation including assisting in making a final descision of corridor to be firstly materialized.
- c. Review or prepare the preliminary engineering design based on the previous study considering design

kriteria desain dan skema pembebanan pada:

- Menentukan jenis struktur jalur dan bangunan pada kemungkinan bawah tanah, di tanah, dan jalur layang dengan pertimbangan sosial ekonomi, lingkungan, dan teknis
- Alinemen horizontal dan vertikal jalur dengan mempertimbangkan pengintegrasian dengan moda transportasi lainnya serta untuk sejauh mungkin menghindari perlunya pembebasan lahan serta tidak ada gangguan terhadap struktur yang ada;
- Lokasi stasiun dengan mempertimbangkan pengintegrasian dengan moda transportasi lainnya, emplasemen penyimpanan (stabling yard), depot dan bengkel (balai yasa);
- d. Tata letak jalur rel di sepanjang lintas, dan di stasiun dengan mempertimbangkan rencana operasi KA;
- e. Viaduk yang terdiri dari struktur atas dan struktur bawah di stasiun dan antara stasiun;
- f. Struktur jalan rel di viaduk dan emplasemen penyimpanan;
- g. Fasilitas stasiun seperti peron, perlengkapan layanan penumpang, fasilitas bangunan & arsitektur, perencanaan akses ke stasiun, dan lain lain;
- h. Kinerja dasar dan dimensi kereta LRT;
- Semua fasilitas listrik dan mekanikal untuk layanan penumpang, operasi KA termasuk system persinyalan & telekomunikasi, sistem keamanan, pemeliharaan, bangunan, dan lain lain;
- j. Sistem informasi untuk pengoperasian dan manajemen sistem LRT.
- Memuat kajian willingness to shift dan willingness to pay di sepanjang area terdampak trase
- e. Mengestimasi perkiraan permintaan pada lintas pelayanan yang diputuskan tersebut dengan mempertimbangkan kecenderungan pergerakan orang sepanjang lintas pelayanan di masa yang akan datang, volume penumpang transit dari hasil integrasi dengan moda transportasi lain dan faktor lain-lain yang berpengaruh pada perkiraan permintaan termasuk analisis sensitif yang bergantung pada tingkat tarif;

standard, design criteria and loading scheme on:

- Determine the type of structure of line and buildings in the possibility of underground, on land, and elevated lines with socio-economic, environmental and technical considerations.
- Horizontal and vertical alignment of route considering integration with other transport modes together with avoidance of necessity of land acquisition as well as no disturbance of existing structures as much as possible;
- Location of station considering integration with other transport modes, stabling yard and depot & workshop;
- d. Track layout along the route, and station considering train operation plan;
- e. Viaduct consisting of super structure and substructure at station and between stations:
- f. Track structure on viaduct, and stabling yard;
- g. Facilities of station such as platform, pasenger service equipment, building & architectural facilities, access planning to the station, etc;
- Basic performance and dimension of LRT rolling stock;
- All electrical and mechanical facilities for passenger services, train operation including signaling & telecommunication system, safety system, maintenance, building, etc;
- j. Information system for operating and managing LRT system; and
- d. Contains a study of willingness to shift and willingness to pay along the affected line.
- e. Estimate demand forecast on the said decided corridors considering tendency of movement of people in the future along the corridors, transited passenger volume by the result of integration with other transport modes and other factors having influence on demand forecast including sensitive analysis depending on fare level:

- f. Menyusun rencana operasi KA berdasarkan estimasi perkiraan permintaan dengan mempertimbangkan kondisi jam sibuk termasuk penyusunan diagram operasi KA khusus (GAPEKA);
- g. Mengkaji metode konstruksi untuk pelaksanaan proyek dan merekomendasikan yang paling efektif dan cepat;
- Menyusun jadwal seluruh pelaksanaan proyek termasuk semua kegiatan yang diperlukan.

#### (5) Persetujuan Trase

- a. Studi Kelayakan untuk penetapan Trase diharuskan mengakomodasi keperluan perizinan trase sesuai dengan Peraturan Menteri Perhubungan Nomor 11 Tahun 2012 tentang "Tata Cara Penetapan Trase Kereta Api". Sekaligus termasuk peraturan pelengkap dan/atau peraturan perubahnya jika ada.
- b. Mengkaji aspek hukum dalam penyelenggaraan LRT Jakarta
- Berkoordinasi dengan pemangku kepentingan lainnya untuk persetujuan Izin Trase seluruh koridor sesuai RIPP DKI Jakarta

#### (6) Studi Skema Pendanaan

- a. Perkiraan biaya proyek yang diperlukan berdasarkan desain teknik awal sambil meninjau ulang kajian sebelumnya dengan rincian yang sesuai dengan menggunakan biaya satuan dan volume kerja;
- Memuat kajian finansial untuk proyek LRT termasuk pilihan pembiayaan proyek
- Menentukan prioritas terhadap pilihan koridor pengembangan LRT Jakarta berdasarkan hasil Studi Kelayakan
- d. Mengkaji rencana paket kontrak untuk pembangunan struktur sipil serta pengadaan sistem & jalan rel.

#### (7) Basic Engineering Design (BED)

- a. Menyediakan spesifikasi kebutuhan data investigasi tanah untuk keperluan penyusunan dokumen (BED);
- Melakukan Survei Topografik di seluruh Koridor;
- Menyediakan data Survei Topografi untuk keperluan BED;
- d. Menyusun dokumen Basic Engineering Design untuk LRT Jakarta dengan memperhatikan Koridor RIPP DKI

- f. Arrange a train operation plan based on the estimated demand forecast considering rush hours conditions including arrangement of typical train operation diagram;
- Study the construction method for project implementation and recommend the most effective and expeditious one;
- h. Arrange a whole project implementation schedule including all required activities.

#### (5) Route Permit

- a. Feasibility Study for determination of route is required to accommodate the route permit requirements in accordance with the Minister of Transportation Regulation Number 11 of 2012 about "Procedures for Determining Trase Railway". At the same time include supplementary regulations and / or changes to regulations if any;
- b. Study the legal aspect in the implementation of Jakarta LRT;
- Coordinate with other stakeholders for approval of the Route Permit for all corridors according to the Jakarta RIPP

#### (6) Study of Funding Schemes

- a. Éstimate required project cost based on the arranged preliminary engineering design while reviewing the previous study with appropriate breakdown by using unit cost and work volume;
- Contains financial studies for LRT projects including project financing options;
- Prioritize the option of the Jakarta LRT development corridor based on the results of the Feasibility Study.
- d. Study contract packaging plan for construction of civil structure as well as procurement of system & track.

#### (7) Basic Engineering Design (BED)

- a. Provide specifications data requirements for soil investigations document which will be used for BED;
- b. Do Topographic Survey for all corridor;
- c. Provide topographic survey document which will be used for BED;
- d. Prepare a Basic Engineering Design document for the Jakarta LRT, in line RIPP DKI Jakarta Corridor

- Jakarta sesuai dengan standar dan peraturan perundang-undangan yang berlaku:
- e. Menyusun Spesifikasi Teknis untuk prasarana dan fasilitas operasi LRT Jakarta sesuai dengan peraturan dan perundang-undangan yang berlaku;
- f. Spesifikasi Teknis untuk sarana kereta api ringan sesuai dengan peraturan dan perundang-undangan yang berlaku;
- g. Membuat gambar BED berdasarkan spesifikasi teknis infrastruktur dan sarana:
- h. Penyusunan dokumen BED sesuai dengan hasil dari studi kelayakan sesuai dengan cakupan pekerjaan poin nomor 1 sampai dengan nomor 6.
- i. Menyusun Dokumen Enginer Estimate

- compliance with standards, local laws and regulations;
- e. Make Technical specifications for infrastructure and Jakarta LRT operating facilities in accordance with applicable laws and regulations;
- f. Technical specifications for rolling stock in accordance with applicable laws and regulations;
- g. Make a BED drawing based on the technical specifications of the infrastructure and rolling stock;
- h. Preparation of BED documents in accordance with the results of the feasibility study within the scope of work points number 1 until number 6.
- i. Make an Engineer Estimate
  Document

#### 4. JADWAL KERJA

Jangka waktu jasa konsultansi ini untuk selama sepuluh (10) bulan.

#### 5. KEBUTUHAN STAF

Jumlah kebutuhan personil dan volume manmonth masing-masing yang diperkirakan untuk menyelesaikan jasa konsultasi.

- (1) Internasional (Profesional A: Diperlukan untuk tingkat internasional dalam kemampuan dan pengalaman)
- (2) Nasional (Profesional B: Diperlukan untuk tingkat nasional dalam kemampuan dan pengalaman)
- (3) Staf Pendukung: Mendukung peran Profesional A dan Profesional B untuk menjalankan tugasnya

Perkiraan lebih rinci jenis tugas dan masingmasing yang dibutuhkan termasuk pengalaman yang dibutuhkan serta tugas utama yang diharapkan dari setiap professional ditunjukkan dalam tabel terlampir.

Khusus untuk pengalaman yang dibutuhkan dalam tabel, itu merupakan pengalaman minimal profesional yang dihitung sejak tanggal memperoleh gelar sarjana dari universitas.

#### 4. SCHEDULE OF WORK

The duration of this consulting service is to be ten (10) months.

#### 5. STAFFING REQUIREMENT

The following number of personnel requirement and each man-month volume are estimated for completion of the consulting services.

- International (Professional A: Required for international level on proficiency and experience)
- (2) National (Professional B: Required for national level on proficiency and experience)
- (3) Supporting Staff: Support the role of Professional A and Professional B to carry out their duties

The estimation of more detailed required kind of assignment including required experience as well as main job to be expected of each professional are shown in the table attached.

Especially as for the required experience described in the table, it is the minimum professional experience being counted from the date of obtained undergraduate degree of university.

Informasi yang diberikan diatas hanya sebagai referensi untuk Konsultan dalam mengatur tugas yang diperlukan.

The given informations above are only references for the Consultant to arrange the required assignments.

#### 6. PENYAMPAIAN LAPORAN

Konsultan harus menyampaikan laporan berikut ditulis dalam bahasa Inggris maupun Indonesia.

- (1) Laporan Pendahuluan (Inception), menguraikan metodologi kerja, jadwal kerja dan jadwal staf dengan lima (5) salinan hard copy dan satu (1) salinan soft copy dalam waktu satu (1) minggu setelah dimulainya jasa Konsultan;
- (2) Laporan Interim Kemajuan Proyek, merangkum kemajuan pekerjaan bulanan, kemajuan menyeluruh sejak dimulainya layanan, pencapaian pokok, masalah yang dihadapi, analisis resiko dan tindakan perbaikan hal tersebut, dan lain-lain dengan lima (5) salinan hard copy dan satu (1) salinan soft copy sepanjang jangka waktu Jasa Layanan Konsultan sampai proyek selesai, minimal sesuai dengan penjabaran sebagai berikut
  - a. Draft Studi Kelayakan setiap koridor
  - b. Draft Basic Engineering Design (BED) setiap koridor
  - c. Draft Laporan Kajian Bisnis
  - d. Laporan hasil reviu RIPP DKI Jakarta
  - e. Laporan progres bulanan proses kajian
  - f. Laporan kajian bisnis seluruh koridor LRT Jakarta sesuai dengan RIPP DKI Jakarta
- (3) Laporan Akhir, yang merangkum semua kegiatan yang dilakukan dan kejadian yang terjadi selama jangka waktu Jasa Layanan konsultansi dengan lima (5) salinan hard copy dan satu (1) salinan soft copy pada satu (1) bulan sebelum berakhirnya jasa pertamatama versi draft, dan terakhir versi final dengan lima (5) salinan hard copy dan satu (1) salinan soft copy setelah versi draft dikoreksi jika ada pada akhir jangka waktu Jasa Layanan Konsultan.
- (4) Seluruh hasil kajian dalam proses yang digunakan untuk menyusun Studi kelayakan, Skema Pendanaan, dan *Basic Engineering Design*.

#### 6. DELIVERABLES

The Consultant shall submit the following reports written in English as well as in Indonesian.

- (1) Preliminary (Inception) Report, outlining work methodology, working schedule and staffing schedule with five (5) copies for hard copy and 1 (one) copies for soft copy within one (1) weeks after the Consultant commences its service;
- Project Interm Progress Report, summarizing monthly work progress, total progress since commencement of the service, key encountered, achievement. problems analysis of risk and corrective actions thereto, etc. with five (5) copies for hard copy and one (1) copies for soft copy throughout the Consultant's Service period until the project is completed, minimum according to the description as follows
  - a. Draft Feasibility Study for each corridorAs
  - b. Draft Basic Engineering Design (BED) for each corridor
  - c. Draft Business Review Report
  - d. Report on the results of the Jakarta RIPP review
  - e. Monthly progress report of the review process
  - f. Business study report of all the Jakarta LRT corridor in accordance with the Jakarta RIPP
- (3) Final Report, summarizing all the activities conducted and events happened during the service term of the consulting Services with five (5) copies for hard copy and one (1) copy for soft copy at 1 (one) month before the completion of the service as the draft version firstly, and lastly as the final version with five (5) copies for hard copy and one (1) copies for soft copy after corrected the draft version if any at the ending of Consultant's service period.
- (4) All results of the study during the process used to prepare the Feasibility Study, Funding Scheme, and Basic Engineering Design.

### Staffing Requirement for Consultant of Services Planning Documents for Jakarta LRT Development Corridor

NIC	Kinda of Assignment	Exper	rience	Main John To Bo Dorformed
No	Kinds of Assignment	А	В	Main Jobs To Be Performed
I.	Professional A & B for Feasibility Stud	dy and <i>Ba</i> s	sic Eng	ineering Design
A01	Project Manager (Team Leader)	25		Full responsibility for performing and managing the Consultant's activities while coorperating with each other of Professional A, B, and Supporting Staff.
A02	Interface Manager	20		Full responsibility in coordinating designs from every discipline
A03	Railways Systems Engineer	20		Full responsibility in designing all aspects needed for preparation, construction, and operational LRT
A04	Light Rail Rolling Stock Expert	20		Responsible for carrying out work in accordance with the scope of work associated with LRV
A05	Rolling Stock Engineer	20		Responsible for carrying out work in accordance with the scope of work associated with LRV
A06	Financial Analyst	20		Full responsibility to studies LRT Jakarta financial for all corridor
A07	SCADA/OCC Expert	20		Full responsibility to design and consider all of aspects SCADA/OCC
A08	Signalling Engineer	20		Full responsible to design, studies, and fulfill the scope of work signaling for LRT
A09	Track Facility Expert	20		Full responsible to design, studies, and fulfill the scope of work track facility for LRT
A10	Risk Assessment Expert	20		Full responsible to design, studies, and fulfill the scope of work risk assessment for LRT
A11	AFC Expert	20		Full responsible to design, studies, and fulfill the scope of work AFC for LRT
A12	PSD Expert	20		Full responsible to design, studies, and fulfill the scope of work PSD for LRT
A13	Power Traction Expert	20		Full responsible to design, studies, and fulfill the scope of work traction power for LRT
B01	Transportation Specialist		15	Full responsible to design, studies, and fulfill the scope of work transportation like integration, stations placement, demand analysis, and other studies that needed for LRT
B02	Telecom Engineer		15	Full responsible to design, studies, and fulfill the scope of work telecom for LRT
B03	Power Engineer		15	Full responsible to design, studies, and fulfill the scope of work power for LRT
B04	Alignment Engineer		15	Full responsible to design, studies, and fulfill the scope of work for alignment LRT Jakarta considering the minimal (or not at all) land acquisition
B05	Environtment Management Engineer		15	Full responsible to design, studies, and fulfill the scope of work environment management for LRT
B06	Station Structure Engineer		15	Full responsible to design, studies, and fulfill the scope of work station structure consider economical price and compliance with regulations
B07	Viaduct Structure Engineer		15	Full responsible to design, studies, and fulfill the scope of work viaduct structure consider economical price and compliance with regulations
B08	Soil Investigation Engineer		15	Provide technical specifications for the purposes of soil investigations and other scope of work
B09	Topographic/GIS Engineer		15	Provide technical specifications for the purposes of topographic survey and other scope of work
B10	Geotechnical Engineer		15	Full responsible to design, studies, and fulfill the scope of work foundation structure consider economical price and compliance with regulations
B11	Architectural Engineer		15	Full responsible to design, studies, and fulfill the scope of work architectural consider economical price and compliance with regulations
B12	MEP Engineer		15	Full responsible to design, studies, and fulfill the scope of work MEP consider economical price and compliance with regulations
B13	Cost Estimate Analyst 1		15	Calculate the estimate cost for LRT construction based on the scope of work
B14	Cost Estimate Analyst 2		15	Calculate the estimate cost for LRT construction based on the scope of work

B15	Legal Analyst	15	To studies and analysis from the law point of view LRT business plan, preparation plan, construction plan, and operational plan.
II.	Supporting Staff		
C01	Project Manager (Team Leader)	С	To support professional staff according the discipline
C02	Interface Manager	С	To support professional staff according the discipline
C03	Railways Systems Engineer	С	To support professional staff according the discipline
C04	Light Rail Rolling Stock Expert	С	To support professional staff according the discipline
C05	Rolling Stock Engineer	С	To support professional staff according the discipline
C06	Financial Analyst	С	To support professional staff according the discipline
C07	SCADA/OCC Expert	С	To support professional staff according the discipline
C08	Signalling Engineer	С	To support professional staff according the discipline
C09	Track Facility Expert	С	To support professional staff according the discipline
C10	Risk Assessment Expert	С	To support professional staff according the discipline
C11	AFC Expert	С	To support professional staff according the discipline
C12	PSD Expert	С	To support professional staff according the discipline
C13	Power Traction Expert	С	To support professional staff according the discipline
C14	Transportation Specialist	С	To support professional staff according the discipline
C15	Telecom Engineer	С	To support professional staff according the discipline
C16	Power Engineer	С	To support professional staff according the discipline
C17	Alignment Engineer	С	To support professional staff according the discipline
C18	Environtment Management Engineer	С	To support professional staff according the discipline
C19	Station Structure Engineer	С	To support professional staff according the discipline
C20	Viaduct Structure Engineer	С	To support professional staff according the discipline
C21	Soil Investigation Engineer	С	To support professional staff according the discipline
C22	Topographic/GIS Engineer	С	To support professional staff according the discipline
C23	Geotechnical Engineer	С	To support professional staff according the discipline
C24	Architectural Engineer	С	To support professional staff according the discipline
C25	MEP Engineer	С	To support professional staff according the discipline
C26	Cost Estimate Analyst 1	С	To support professional staff according the discipline
C27	Cost Estimate Analyst 2	С	To support professional staff according the discipline
C28	Legal Analyst	С	To support professional staff according the discipline
C29	Secreatary	С	To support operational consultancy
C30-	Surveyor	С	To support operational consultancy
39		C	
C40-	Assisstant Surveyor	С	To support operational consultancy
41			
C42-	Autocad Operator	С	To support operational consultancy
46			
C47-	Office Boy	С	To support operational consultancy
48			
C49-	Office Guard / Security Officer	С	To support operational consultancy
50	15.	-	T
C50-	Driver	С	To support operational consultancy
53		-	

### **Bagian 5 Format Kontrak Standar**

### Section 5 Standard Form of Contract

#### KONTRAK UNTUK Konsultan Studi Kelayakan, Skema Pendanaan, dan *Basic Engineering Design* untuk LRT Jakarta

#### CONTRACT FOR Consultant Feasibility Study, Funding Scheme, and Basic Engineering Design for LRT Jakarta

Antara	Between				
PT. Jakarta Propertindo (JakPro)	PT. Jakarta Propertindo (JakPro)				
Dan	And				
(nama Konsultan)	(name of the Consultant)				
Tanggal:	Date:				

#### Daftar Isi

#### FORMAT KONTRAK ......60 FORM OF CONTRACT......60 II. PERSYARATAN UMUM KONTRAK II. GENERAL CONDITIONS OF CONTRACT 1. Ketentuan Umum General Provisions Definisi......62 1.1 1.1 Hubungan antar Para Pihak ......63 1.2 Relation between the Parties .......... 63 1.2 Hukum yang Menaungi Kontrak .......63 Law Governing Contract ...... 63 1.3 1.3 1.4 Bahasa ......63 1.4 Language ...... 63 Judul-iudul ......63 Headings......63 1.5 1.5 1.6 Pemberitahuan ......63 1.6 Notices......63 1.7 Lokasi ......64 1.7 Location ...... 64 1.8 Kewenangan Wakil Anggota ......64 1.8 Authority of Member in Charge ....... 64 1.9 Wakil Sah ......64 1.9 Authorized Representative......64 Taxes and Duties......64 Pajak dan Bea .....64 1.10 2. Permulaan, Penyelesaian, Perubahan dan 2. Commencement, Completion, Modification and Penghentian Kontrak **Termination of Contract** Effectiveness of Contract......65 Pemberlakuan Kontrak......65 2.1 2.1 2.2 Penghentian Kontrak untuk Kegagalan 2.2 Termination of Contract for Failure to Mulai Berlaku ......65 Become Effective......65 2.3 Permulaaan Jasa Konsultasi......65 2.3 Commencement of Services......65 Kekadaluarsaan Kontrak ......65 Expiration of Contract ...... 65 2.4 2.4 2.5 Selurah Perjanjian......65 2.5 Entire Agreement......65 Perubahan ......65 Modification......65 2.6 2.6 2.7 Keadaan Memaksa ......66 2.7 Force Majeure ...... 66 2.8 Penundaan ......68 2.8 Suspension ...... 68 2.9 Penghentian......68 2.9 Termination ...... 68 Perubahan Keadaan ......71 2.10 2.10 Changed Circumstances.....71 3. Obligation of the Consultants 3. Kewajiban Konsultan 3.1 Umum......71 3.1 General ...... 71 Pertentangan Kepentingan.....72 3.2 Conflict of Interest......72 3.2 3.3 Terbebas Tindak Pidana ......73 3.3 Statement Letter of Non-Involvement in Criminal Offenses/Acts ......73 3.4 (Kesehatan, Keamanan, K3L Keselamatan dan Lingkungan).......73 3.4 Health, Safety, Environmental............ 73 3.5 Kerahasiaan......73 3.5 Confidentiality......73 Pertanggung Jawaban Konsultan.....74 Liability of the Consultant......74 3.6 3.6 Asuransi yang Harus Ditanggung oleh Insurance to Be Taken Out by 3.7 3.7 Konsultan......74 Consultant ...... 74 3.8 Pembukuan, Pemeriksaan dan 3.8 Accounting, Inspection and Auditing . 74 Pengauditan.....74 3.9 3.9 Requiring Tindakan Konsultan yang Memerlukan Consultant's Actions Persetujuan Pemberi Tugas Terlebih Employer's Prior Approval......74 Dahulu ......74 Reporting Obligations .......75 3.10 Kewajiban Melaporkan.....75 3.10 Dokumen yang Disiapkan Konsultan yang 3.11 Document Prepared by the Consultant to Menjadi Hak Milik Pemberi Tugas .....75 be the Property of the Employer...... 75 3.12 Peralatan dan Bahan yang Disediakan oleh Pemberi Tugas......75 3.12 Equipment and Materials Furnished by Consultant's Personnel and Subconsultants 4. Personil Konsultan, Subkonsultan dan Sub Konsultan Khusus Umum......76 4.1 4.1 Uraian Personil ......76 Description of Personnel......76 4.2 4.2 4.3 4.3 Persetujuan Personil......77 Approval of Personnel ......77 4.4 Jam Kerja, Lembur, Cuti, 4.4 Working Hours, Overtime, Leave, dan Lain-lain ......77 etc......77

**Table of Contents** 

	4.5	Pemecatan dan/atau Personil			4.5	Removal a Personnel		eplacement	
	4.6	Pimpinan Proyek			4.6	Project Mana			
5.	Kewajiban Pemberi Tugas			5.	Oblig	gations of the Employer			
	5.1	Bantuan dan Pembebasan	79		5.1	Assistance ar	nd Exempt	ions	. 79
	5.2	Ijin Memasuki Tanah	80		5.2	Access to Pre			
	5.3	Perubahan pada Hukum			5.3	Change in the	Applicable	e Law	. 80
		Yang Berlaku	80						
	5.4	Fasilitas dan Aset dari			5.4	Facilities and	Property of	of Services	. 80
		Jasa Konsultas	80						
	5.5	Pembayaran			5.5				
	5.6	Perbedaan Pendapat	81		5.6	Difference of	Opinion		. 81
6.	Pembayaran kepada Konsultan			6.	Paym	ments to the Consultant			
	6.1	Perkiaraan Biaya, Nilai Plaf	on81		6.1	Cost Estimate	es, Ceiling	Amount	. 81
	6.2	Remunerasi dan	Pengantian		6.2	Remuneration	n and	Reimburs	able
		Pengeluaran	81			Expenditures			. 81
	6.3	Mata Uang Pembayaran	82		6.3	Currency of P	ayment		. 82
	6.4	Cara Penagihan dan Pemb	ayaran83		6.4	Mode of Billin	g and Pay	ment	. 83
7.	Adil dan Jujur		7.	Fairn	ess and Good Faith				
	7.1	Jujur	84		7.1	Good Faith			. 84
	7.2	Berjalannya Kontrak	84		7.2	Operation of t	he Contra	ct	. 84
8.	- 7			8.	Settlement of Disputes				
	8.1	Penyelesaian Damai	85		8.1	Amicable Set	tlement		. 85
	8.2	Penyelesaian Perselisihan	85		8.2	Settlement of	Dispute		. 85
III.	PERS	YARATAN KHUSUS KONTRAI	K86	III.	PART	TICULAR CONDIT	TONS OF C	ONTARCT	. 86
IV.	APPE	ENDICES	100	IV.	APP	ENDICES			100

#### I. FORMAT KONTRAK

Kontrak ini (selanjutnya disebut sebagai "Kontrak") dibuat pada tanggal [tanggal] [bulan] [tahun] antara PT Jakarta Propertindo (selanjutnya disebut sebagai "Pemberian Tugas") dan [nama konsultan] (selanjutnya disebut sebagai "Konsultan").

#### **BAHWA**

- (a) Pemberi Tugas telah meminta Konsultan untuk menyediakan jasa konsultasi konsultasi tertentu sebagaimana didefinisikan pada Persyaratan Umum Kontrak dalam lampiran Kontrak ini (selanjutnya disebut sebagai "Jasa Konsultasi");
- (b) Konsultan, setelah menunjukkan kepada Pemberi Tugas bahwa mereka memiliki keahlian profesional, dan tenaga ahli dan sumber daya teknis yang dibutuhkan, telah menyetujui untuk menyediakan Jasa Konsultasi sesuai dengan ketentuan dan persyaratan yang ditetapkan dalam Kontrak ini;
- (c) Biaya Jasa Konsultasi konsultansi akan dibiayai dari anggaran pemerintah provinsi DKI Jakarta, dan konsultan yang dipekerjakan dipilih sesuai dengan Keputusan Direksi PT Jakarta Propertindo tentang Pengadaan Barang dan/atau Jasa di Lingkungan PT Jakarta Propertindo.

OLEH KARENA ITU para Pihak dengan ini setuju sebagai berikut:

- Dokumen-dokumen terlampir berikut dengan ini harus diartikan sebagai bagian tak terpisahkan dari Kontrak ini:
  - a. Persyaratan Umum Kontrak;
  - b. Persyaratan Khusus Kontrak;
  - c. Surat Penunjukan Penyedia Jasa;
  - d. Apendiks berikut:

Apendiks A: Uraian Jasa Konsultasi Apendiks B: Persyaratan Pelaporan

Apendiks C: Personil Tenaga Ahli

(termasuk nama, gelar dan

CV)

Apendiks D: Sertiflkat Kesehatan

Apendiks E: Jam Kerja untuk Tenga Ahli Apendiks F: Tugas Pemberi Tugas

Apendiks G: Perkiraan Biaya dalam Mata

Uang Luar Negeri

Apendiks H: Perkiraan Biaya dalam Mata

Uang Dalam Negeri

Apendiks I: Bentuk Garansi Bank untuk

Pembayaran Uang Muka

Apendiks J: Audit Pay Roll untuk Gaji

Tahun Terakhir dari Setiap

Personil

#### I. FORM OF CONTRACT

This CONTRACT (hereinafter called the "Contract") is made the [day] day of the month of [month], [year], between PT Jakarta Propertindo (hereinafter called the "Employer") and, [name of consultant] (hereinafter called the "Consultants").

#### **WHEREAS**

- (a) The Employer has requested the Consultant to provide certain consulting services as defined in the General Conditions of Contract attached to this Contract (hereinafter called the "Services");
- (b) The Consultant, having represented to the Employer that they have the required professional skills and personnel and technical resources, have agreed to provide to the Services on the terms and conditions set forth in this Contract;
- (c) The cost of the consulting services will be financed by the budget of Provincial Government of DKI Jakarta, and the consultant to be employed will be selected in accordance with the Director's Decree of PT Jakarta Propertindo regarding Procurement of Goods and/or Services in Surrounding PT Jakarta Propertindo.

NOW THEREFORE the Parties hereto hereby agree as follows:

- The following documents attached hereto shall be deemed to form an integral part of this Contract:
  - a. The General Conditions of Contract:
  - b. The Particular Conditions of Contract;
  - c. Letter of Acceptance;
  - d. The following Appendices:

Appendix A: Description of the Services
Appendix B: Reporting Requirements
Appendix C: Personnel of Experts
(incl. name, title and CV)

Appendix D: Medical Certificates

Appendix E: Hours of Work for Experts Appendix F: Duties of the Employer

Appendix G: Cost Estimates in Foreign

Currency

Appendix H: Cost Estimates in Local

Currency

Appendix I: Form of Bank Guarantee for

Advance Payment

Appendix J: Audit Pay Roll for the Last

Year of Each Personnel

Apendiks K: Perjanjian Kemitraan atau

Asosiasi

Apendiks L: Surat Deklarasi

Apendiks M: Berita Acara Negosiasi Apendiks N: Berita Acara Klarifikasi

- 2. Timbal balik hak dan kewajiban Pemberi Tugas dan Konsultan harus menjadi ketetapan dalam Kontrak, terutama:
  - Konsultan harus melaksanakan Jasa Konsultasi sesuai dengan ketentuan pada Kontrak; dan
  - Pemberi Tugas harus membayar kepada Konsultan sesuai dengan ketentuan pada Kontrak.

DARI SEGALA SESUATU YANG TERSEBUT DIATAS, dengan ini Kontrak ini ditanda tangani para Pihak sesuai masing-masing namanya pada hari dan tahun seperti tertera diatas.

Untuk dan atas nama
PT Jakarta Propertindo [nama Konsultan]
(JakPro)

[Catatan: Jika Konsultan terdiri lebih dari satu badan usaha, semua badan usaha-badan usaha tersebut harus tertera sebagai penandatangan, seperti dalam contoh berikut]

Untuk dan atas nama
PT Jakarta Propertindo [nama Konsultan]
(JakPro)

Appendix K: Joint Venture or Association

Agreement

Appendix L: Declaration Letter

Appendix M: Official Report of Negotiation Appendix N: Official Report of Clarification

- 2. The mutual rights and obligations of the Employer and the Consultant shall be as set forth in the Contract, in particular:
  - a. the Consultant shall carry out the Services in accordance with provisions of the Contract;
     and
  - b. the Employer shall make payment to the Consultant in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

For and on behalf of PT Jakarta Propertindo [name of Consultant] (JakPro)

[Note: If Consultant consist of more than one entity all these entities should appear as signatories, e.g., in the following manner]

For and on behalf of For and on behalf of PT Jakarta Propertindo [name of Consultant] (JakPro)

#### II. PERSYARATAN UMUM KONTRAK

#### 1. Ketentuan Umum

#### 1.1 Definisi

Terkecuali dikehendaki lain, ungkapan-ungkapan berikut jikalau digunakan dalam Kontrak ini mempunyai arti sebagai berikut;

- a. "Hukum Yang Berlaku" berarti hukum dan perangkat lainnya yang memiliki kekuatan hukum di Negara Republik Indonesia sebagaimana mungkin dikeluarkan dan diberlakukan dari waktu ke waktu;
- b. "Dimulainya Jasa Konsultasi" berarti jangka waktu sebagaimana terdapat di dalam PUK klausul 2.3
- c. Kontrak" berarti Kontrak yang ditandatangani oleh Para Pihak, yang dilampiri Persyaratan Umum Kontrak (PUK), bersama-sama dengan semua dokumen-dokumen yang terdaftar di dalam Klausul 1 Kontrak yang ditanda tangani ini;
- d. "Tanggal Berlaku" berarti tanggal pada saat Kontrak ini mulai berlaku dan berpengaruh menurut PUK Klausul 2.1;
- e. "Tenaga Ahli" berarti personil menurut PUK Klausul 4.2.a:
- f. "Mata Uang Dalam Negeri" berarti Rupiah Indonesia;
- g. "PUK" berarti Persyaratan Umum Kontrak;
- h. "PKK" berarti Persyaratan Khusus Kontrak yang mungkin mengubah atau menambah PUK;
- i. "Anggota" dalam hal Konsultan merupakan kemitraan atau asosiasi lebih dari satu badan usaha, berarti masing-masing badan usaha dimaksud; dan "Para Anggota" berarti semua badan usaha-badan usaha tersebut;
- j. "Pihak" berarti Pemberi Tugas atau Konsultan, sesuai kasusnya dan "Para Pihak" berarti keduanya;
- k. "Personil" berarti orang-orang yang disewa oleh Konsultan atau subkonsultan sebagai pegawai dan ditugaskan untuk melaksanakan Jasa Konsultasi atau setiap bagian tentang hal tersebut;

#### II. GENERAL CONDITIONS OF CONTRACT

#### 1. General Provisions

#### 1.1 Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- a. "Applicable Law" means the laws and any other instruments having the force in the Republic of Indonesia as they may be issued and in force from time to time;
- b. "Commencement of Services" means the time period as specified in clause GCC 2.3;
- c. "Contract" means the Contract signed by the Parties, to which these General Conditions of Contract (GCC) are attached, together with all the documents listed in Clause 1 of such signed Contract;
- d. "Effective Date" means the date on which this Contract comes into force and effect pursuant to Clause GCC 2.1;
- e. "Expert" means the Personnel referred to in Clause GCC 4.2.a:
- f. "Local Currency" means Indonesian Rupiah;
- g. "GCC" means these General Conditions of Contract:
- "PCC" means the Particular Conditions of Contract by which the GCC may be amended or supplemented;
- "Member," in case the Consultant is a joint venture or asociation of more than one entity, means any of these entities; and "Members" means all these entities;"
- j. "Party" means the Employer or the Consultant, as the case may be and "Parties" means both of them:
- k. "Personnel" means persons hired by the Consultant or by any Subconsultant as employees and assigned to the performance of the Services or any part thereof;

- "Profesional A" berarti memiliki tingkat internasional dalam kemampuan dan pengalaman.
- n. "Profesional B" berarti memiliki tingkat nasional dalam kemampuan dan pengalaman.
- o. "Jasa Konsultasi" berarti pekerjaan yang harus dilaksanakan oleh Konsultan menurut Kontrak ini seperti diuraikan pada Apendiks A;
- p. "Subkonsultan" berarti seseorang atau badan usaha yang kepadanya Konsultan mensubkontrak sebagian Jasa Konsultasi sesuai dengan ketentuan PUK Klausul 3.7;
- q. "Pihak Ketiga" berarti seseorang atau badan usaha selain dari Pemberi Tugas, Konsultan, atau Sub Konsultan.

#### 1.2 Hubungan antar Para Pihak

Ketentuan yang tertuang dalam Kontrak ini tidak membangun ditafsirkan sebagai sebuah hubungan majikan dengan pelayan atau principal dengan agen diantara Pemberi Tugas dan Konsultan, Konsultan, berdasarkan Kontrak ini, menguasai sepenuhnya personil dan Subkonsultan, bila ada, yang melaksanakan Jasa Konsultasi dan akan bertanggung jawab secara penuh untuk Jasa Konsultasi vang dilaksanakannya atau atas namanya.

#### 1.3 Hukum yang Menaungi Kontrak

Di dalam Kontrak ini; pengertian dan penafsirannya, dan hubungan antara Para Pihak harus dinaungi oleh Hukum Yang Berlaku.

#### 1.4 Bahasa

Kontrak ini dilaksanakan dalam bahasa yang ditentukan dalam PKK, yang menjadi bahasa yang mengikat dan yang mengendalikan untuk berbagai hal yang berkaitan dengan arti atau penafsiran dalam Kontrak ini.

#### 1.5 Judul-judul

Judul-judul tidak akan membatasi, mengubah atau mempengaruhi pengertian Kontrak ini.

#### 1.6 Pemberitahuan

1.6.1 Setiap pemberitahuan, permintaaan atau persetujuan yang diperlukan untuk atau izin yang diberikan atau dibuat menurut Kontrak ini harus dilakukan secara tertulis. Setiap pemberitahuan, permintaan atau persetujuan harus diartikan telah diberikan

- "Professional A" means required for international level on proficiency and experience.
- n. "Professional B" means required for national level on proficiency and experience.
- "Services" means the work to be performed by the Consultant pursuant to this Contract, as describe in Appendix A hereto;
- p. "Subconsultant" means any person or entity to whom/which the Consultant subcontract any part of the Services in accordance with the provisions of GCC Clause 3.7;
- q. "Third Party" means any person or entity other than the Employer, the Consultant, or a Subconsultant.

#### 1.2 Relation between the Parties

Nothing contained herein shall be construed as establishing a relation of master and servant or of principal and agent as between the Employer and the Consultant. The Consultant, subject to this Contract, have complete charge of Personnel and Subconsultants, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

#### 1.3 Law Governing Contract

This Contract; its meaning and interpretation, and the relation between the Parties shall be governed by Applicable Law.

#### 1.4 Language

This Contract has been executed in the language specified in the PCC, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

#### 1.5 Headings

The headings shall not limit, alter or affect the meanings of this Contract.

#### 1.6 Notices

1.6.1 Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consents shall be deemed to have been given or made when delivered in person to an authorized atau dibuat apabila dikirim kepada orang yang sah untuk mewakili Pihak yang mana komunikasi dialamatkan, atau bila dikirimkan melalui surat tercatat, atau faksimile kepada Pihak dimaksud pada alamat yang tercantum pada PKK.
Pemberitahuan dianggap telah diterima sesuai dengan pengaturan dalam PKK.

1.6.2 Satu Pihak dimungkinkan merubah alamat pemberitahuan sebagaimana terdapat di dalam PKK dengan memberi tahu hal tersebut kepada Pihak lain.

#### 1.7 Lokasi

Jasa konsultasi harus dilaksanakan pada lokasi seperti yang dinyatakan dalam Apendiks A dan apabila lokasi tugas tidak dinyatakan secara tegas, maka pengertian lokasi dapat berarti di Indonesia maupun ditempat lain, sebagaimana disetujui oleh Pemberi Tugas.

#### 1.8. Kewenangan Wakil Anggota

Dalam hal Konsultan berupa kemitraan atau asosiasi lebih dari satu badan usaha, dengan ini Para Anggota memberikan wewenang badan usaha yang dinyatakan dalam PKK untuk bertindak atas namanya dalam menjalankan seluruh hak dan kewajiban Konsultan menghadapi Pemberi Tugas menurut Kontrak ini, termasuk dan tak terbatas pada penerimaan perintah pembayaran dari Pemberi Tugas.

#### 1.9 Wakil Sah

Setiap tindakan yang diperlukan atau diijinkan untuk diambil, dan setiap dokumen yang diperlukan atau diijinkan untuk dijalankan, menurut Kontrak ini oleh Pemberi Tugas atau Konsultan dimungkinkan dijalankan oleh petugas yang dinyatakan dalam PKK.

#### 1.10 Pajak dan Bea

Terkecuali dinyatakan lain dalam PKK, setiap Konsultan, Subkonsultan, dan Personil wajib membayar pajak, bea, biaya dan berbagai pembebanan yang mungkin dibebankan kepada mereka berdasarkan Hukum Yang Berlaku.

representative of the Party to whom the communication is addressed, or when sent by registered mail, or facsimile to such Party at the address specified in the PCC.

Notice will be deemed to be effective as specified in the PCC.

1.6.2 A Party may change its address for notice as prescribed in the PCC hereunder by giving the other Party notice of such change.

#### 1.7 Location

The Services shall be performed at such location as are specified in Appendix A hereto and, if the location of a particular task is not so specified, then such definition of location can imply a location in Indonesia or elsewhere, as the Employer may approve.

#### 1.8 Authority of Member in Charge

In case the Consultant is a joint venture or association of more than one entity, the Members hereby authorize the entity specified in the PCC to act on their behalf in exercising the entire Consultant's rights and obligations towards the Employer under this Contract, including without limitation the receiving of instructions and payments from the Employer.

#### 1.9 Authorized Representative

Any action required or permitted to be taken, and any document required or permitted to execute, under this Contract by the Employer or the Consultant may be taken or executed by the officials specified in the PCC.

#### 1.10 Taxes and Duties

Unless otherwise specified in the PCC, each of the Consultant, Subconsultants, and Personnel shall pay their taxes, duties, fees and other impositions as may be levied under the Applicable Law.

#### 2. Permulaan, Penyelesaian, Perubahan dan Penghentian Kontrak

#### 2.1 Pemberlakuan Kontrak

Kontrak ini akan berlaku dan mengikat pada tanggal ("Tanggal Berlaku") setelah pemberitahuan oleh Pemberi Tugas yang memerintahkan Konsultan untuk memulai pelaksanaan Jasa Konsultasi.

Pemberitahuan ini akan menegaskan tentang persyaratan, bila ada, yang terdaftar dalam PKK telah terpenuhi.

### 2.2 Penghentian Kontrak untuk Kegagalan Mulai Berlaku

Apabila keberlakuan Kontrak ini belum dimulai efektif dalam jangka waktu sebagaimana yang dinyatakan dalam PKK, yang dihitung sejak tanggal penanganan Kontrak ini, Pihak manapun dapat, dengan tidak kurang dari empat (4) minggu memberi tahu secara tertulis kepada Pihak lain, menyatakan Kontrak ini tidak sah, dan bila terjadi hal tersebut oleh salah satu Pihak, tidak ada Pihak manapun dapat menuntut Pihak lainnya.

#### 2.3 Permulaaan Jasa Konsultasi

Konsultan harus memulai melaksanakan Jasa Konsultasi pada waktu sebagaimana ditetapkan secara tertulis oleh Pemberi Tugas didalam jangka waktu sebagaimana dinyatakan dalam PKK.

#### 2.4 Kekadaluarsaan Kontrak

Terkecuali dihentikan lebih awal menurut PUK Klausul 2.9, maupun diperpanjang berdasarkan kesepakatan tertulis Para Pihak, Kontrak ini akan berakhir pada akhir suatu jangka waktu sebagaimana dinyatakan dalam PKK.

#### 2.5 Selurah Perjanjian

Kontrak ini mengandung semua perjanjian, ketetapan dan ketentuan yang disetujui oleh Para Pihak. Tidak ada agen atau wakil Pihak manapun mempunyai kewenangan untuk melakukan, dan Para Pihak tidak terikat oleh atau berkewajiban pada, pernyataan, perwakilan, janji atau persetujuan yang tidak ditetapkan disini.

#### 2.6 Perubahan

Perubahan pada ketentuan dan persyaratan Kontrak ini, termasuk setiap perubahan pada lingkup Jasa Konsultasi, hanya dapat dilakukan melalui persetujuan tertulis antara Para Pihak. Menurut PUK Klausul 7.2 ini bagaimanapun,

## 2. Commencement, Completion, Modification and Termination of Contract

#### 2.1 Effectiveness of Contract

This Contract shall come into force and effect on the date ("the Effective Date") of the Employer notice of instruction to commence the Services.

This notice shall confirm that the conditions, if any, listed in the PCC have been met.

## 2.2 Termination of Contract for Failure to Become Effective

If this Contract has not become effective within such time period as specified in the PCC, which calculated from the signing of this Contract, either Party may, by not less than four (4) weeks written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either party, neither Party shall have any claim against the other Party with respect hereto.

#### 2.3 Commencement of Services

The Consultant shall begin carrying out the Services at the determined time in written notice by the Employer within the time period of the Effective Date as specified in the PCC.

#### 2.4 Expiration of Contract

Unless termintated earlier pursuant to GCC Clause 2.9 hereof or by any extension based on written agreement of the Parties, this Contract shall terminate at the end of such time period as specified in the PCC.

#### 2.5 Entire Agreement

This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representatives of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.

#### 2.6 Modification

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services, may only be made by written agreement between the Parties.

masing-masing Pihak harus memberikan pertimbangan akhir pada proposal-proposal untuk perubahan yang dibuat oleh Pihak lainnya.

#### 2.7 Keadaan Memaksa

#### 2.7.1 Definisi

- a. Untuk kepentingan Kontrak ini, "Keadaan Memaksa" berarti suatu peristiwa yang diluar kendali satu Pihak, yang membuat tidak dimungkinkannya atau tidak praktisnya kinerja dalam menjalankan kewajiban satu Pihak yang secara wajar dianggap tidak mungkin dalam keadaan-keadaan dan termasuk tapi tidak terbatas pada, peperangan, kerusuhan, kekacauan sipil, gempa bumi, kebakaran, ledakan, badai, banjir atau kondisi cuaca lain yang kurang baik, mogok bekerja, larangan bekerja atau kegiatan industri lain (kecuali mogok bekerja, larangan bekerja atau kegiatan industri lain tersebut berada dibawah kuasa suatu Pihak dimana Keadaan Memaksa tersebut dapat dicegah), pengambilalihan atau tindakan lain oleh instansi Pemberi Kerja.
- b. Keadaan Memaksa tidak boleh termasuk (i) setiap peristiwa yang disebabkan oleh kelalaian atau kesengajaan satu Pihak atau Subkonsultan perwakilan atau atau pegawainya. atau setiap peristiwa yang mana bagi Pihak yang cermat sewajarnya telah memperkirakannya dengan (A) memperhitungkan pada saat menetapkan Kontrak ini dan (B) mencegah atau mengatasi dalam pelaksanaan kewajiban-kewajibannya.
- c. Keadaan Memaksa tidak boleh termasuk kekurangan dana atau kegagalan untuk melakukan pembayaran yang dibutuhkan.
- d. Keadaan Memaksa termasuk peristiwaperistiwa yang dinyatakan oleh Pemerintah Republik Indonesia.

#### 2.7.2 Tidak ada Pelanggaran Kontrak

Kegagalan satu Pihak untuk memenuhi setiap kewajibannya disini tidak akan dipertimbangkan sebagai pelanggaran, atau pembatalan Kontrak ini, sepanjang ketidak mampuan tersebut timbul sebagai akibat peristiwa Keadaan Memaksa. apabila Pihak vang terpengaruh oleh peristiwa Keadaan Memaksa tersebut telah mengambil semua pencegahan. perhatian dan penanggulangan. semua dengan tuiuan melaksanakan ketentuan dan persyaratan Kontrak ini.

Pursuant to GCC Clause 7.2 hereof, however, each Party shall give due consideration to any proposals for modification made by the other Party.

#### 2.7 Force Majeure

#### 2.7.1 Definition

- a. For the purpose of this Contract "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances and includes but is not limited to, war riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Employer Agencies.
- b. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's Subconsultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Contract and (B) avoid or overcome in the carrying out of its obligations hereunder.
- c. Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.
- d. Force Majeure shall include those events stated by the Government of the Republic of Indonesia.

#### 2.7.2 No Breach of Contract

The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such in ability arises from an event of Force Majeure, provided that the Party affected by such an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

#### 2.7.3 Penanggulangan

- a. Pihak yang terpengaruh oleh suatu peristiwa Keadaan Memaksa harus mengambil semua langkah penanggulangan untuk mengatasi ketidakmampuan tersebut guna memenuhi kewajiban dengan keterlambatan yang minimal.
- b. Pihak yang terpengaruh oleh suatu peristiwa Keadaan Memaksa harus memberitahukan dengan segera kepada Pihak lainnya tentang hal tersebut, dan dalam setiap peristiwa tidak lebih dari empat belas (14) hari setelah terjadinya peristiwa tersebut, menyiapkan bukti tentang peristiwa apa dan penyebabnya, dan demikian pula harus segera memberitahukan pemulihan pada keadaan normal.
- Para Pihak harus mengambil semua langkah penanggulangan guna memperkecil akibat dari peristiwa Keadaan Memaksa.

#### 2.7.4 Perpanjangan Waktu

Setiap jangka waktu disaat satu Pihak harus, menurut Kontrak ini, menyelesaikan setiap tindakan atau tugas, harus diperpanjang untuk jangka waktu yang sama dengan waktu dimana Pihak tersebut tidak dapat melaksanakan tindakannya sebagai akibat Keadaan Memaksa.

#### 2.7.5 Pembayaran

periode Selama ketidakmampuan untuk melakukan Jasa Konsultasi sebagai akibat dari suatu peristiwa Keadaan Memaksa, setiap biaya yang dikeluarkan oleh pihak mana pun sebagai efek dari peristiwa Keadaan Memaksa akan ditanggung oleh masing-masing Pihak, dan tidak ada pihak-pihak yang memiliki hak untuk klaim atas kerugian dan kerusakan kepada pihak lain. Tanpa mengesampingkan hal-hal di atas, Konsultan berhak untuk dibayar menurut ketentuan dari Kontrak ini untuk setiap penyelesaian, kemajuan pekerjaan yang telah disampaikan oleh Konsultan dan/atau diganti dengan biaya yang mungkin timbul oleh Konsultan sesuai dengan ketentuanketentuannya. Apabila pembayaran dilakukan oleh Pemberi Tugas berdasarkan PUK 2.7.5 ini membutuhkan modifikasi dari Kontrak, yaitu pembayaran di luar plafon, pembayaran tersebut hanya boleh dilakukan setelah perubahan tersebut efektif berdasarkan PUK 2.6.

#### 2.7.6 Konsultasi

Tidak lebih dari tiga puluh (30) hari setelah Konsultan, sebagai akibat suatu peristiwa Keadaan Memaksa, tidak dapat melaksanakan suatu bagian utama Jasa Konsultasi, para Pihak harus saling

#### 2.7.3 Measures to be Taken

- a. A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Parry's inability to fulfill its obligations hereunder with a minimum delay.
- b. A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.
- The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

#### 2.7.4 Extension of Time

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

#### 2.7.5 Payments

During the period of their inability to perform the Services as a result of an event of Force Majeure, any cost incurred by any party as the effect of the event of Force Majeure shall be borne by each Party, and no parties shall posses the right to claim for any loss and damages to the other party. Nothwithstanding the above, the Consultant shall be entitled to be paid under the terms of this Contract for any deliverables, progress of the work which has been delivered by the Consultant and/or any reimbursable costs that may be incurred by the Consultant pursuant to its terms. Should the payments to be made by the Employer pursuant to this GCC 2.7.5 requires modification of the Contract, i.e. payment is beyond the ceiling, such payment shall only be made after such modification is effective pursuant to GCC 2.6.

#### 2.7.6 Consultation

Not later than thirty (30) days after the Consultant, as the result of an event of Force Majeure, have become unable to perform a material portion of the Services, the Parties shall consult with each other

berkonsultasi dengan pandangan untuk menyetujui tentang penanggulangan yang tepat yang harus diambil dalam keadaan dimaksud.

2.8 Penundaan

Pemberi Tugas dimungkinkan, dengan pemberitahuan penundaan tertulis kepada Konsultan, dengan ini menunda semua pembayaran kepada Konsultan apabila Konsultan gagal melaksanakan setiap kewajibannya menurut Kontrak ini, termasuk pelaksanaan Jasa Konsultasi, asalkan pemberitahuan penundaan (i) harus menyatakan hal ikhwal kegagalan, dan (ii) harus meminta kepada Konsultan untuk memperbaiki kegagalan dimaksud dalam waktu tidak melebihi tiga puluh (30) hari setelah pemberitahuan penundaan tersebut diterima oleh Konsultan.

#### 2.9 Penghentian

#### 2.9.1 Oleh Pemberi Tugas

Pemberi Tugas dimungkinkan, dengan tidak dari tiga puluh (30)hari kurang sejak pemberitahuan tertulis tentang pengakhiran kepada Konsultan (kecuali pada peristiwa tercantum dalam butir (e) dibawah, pemberitahuan tertulis harus tidak kurang dari enam puluh (60) hari), dan pemberitahuan tersebut diberikan setelah kejadian dari setiap peristiwa yang dinyatakan dalam butir (a) sampai (f) pada PUK Klausul 2.9.1 ini, mengakhiri Kontrak ini.

- a. Jika Konsultan gagal untuk memperbaiki kegagalan dalam melaksanakan kewajiban mereka dibawah ini, sebagaimana dinyatakan dalam pemberitahuan penangguhan berdasarkan Klausul 2.8 tersebut di atas, dalam waktu tiga puluh (30) hari sejak diterimanya pemberitahuan penangguhan tersebut atau dalam jangka waktu lebih lanjut yang mungkin kemudian disetujui secara tertulis oleh Pemberi Tugas;
- b. Jika Konsultan menjadi (atau, jika Konsultan terdiri lebih dari satu badan usaha, jika ada dari anggotanya menjadi) pailit atau bangkrut atau masuk ke perjanjian dengan kreditor untuk pembebasan hutang atau mengambil keuntungan dari hukum apapun untuk kepentingan debitor atau dilikuidasi atau dalam pengawasan kurator baik wajib maupun sukarela;
- c. Jika Konsultan gagal memenuhi keputusan akhir yang dicapai sebagai hasil tindakan arbitrase menurut PUK Klausul 8;

with a view to agreeing of appropriate measures to be taken in the circumstances.

#### 2.8 Suspension

The Employer may, by written notice of suspension to the Consultant, suspend all payments to the Consultants hereunder if the Consultant fail to perform any of their obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultant to remedy such failure, within a period not exceeding thirty (30) days after receipt by the Consultant of such notice of suspension.

#### 2.9 Termination

#### 2.9.1 By the Employer

The Employer may, by not less than thirty (30) days' written notice of termination to the Consultant (except for the event listed in paragraph (e) below, for which there shall be a written notice of not less than sixty (60) days), and such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause GCC 2.9.1, terminate this Contract:

- a. If the Consultant fail to remedy a failure in the performance of their obligations hereunder, as specified in a notice of suspension pursuant to Clause 2.8 herein above, within thirty (30) days of receipt of such notice of suspension or within such further period as the Employer may have subsequently approved in writing;
- b. If the Consultant become (or if the Consultant consist of more than one entity, if any of their Members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debts or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;
- c. If the Consultant fail to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GCC 8 hereof;

- d. Jika Konsultan menyampaikan kepada Pemberi Tugas suatu pernyataan yang berpengaruh besar pada hak-hak, kewajiban atau kepentingan Pemberi Tugas dan yang mana Konsultan menyadari salah;
- e. Jika, sebagai akibat dari Keadaan Memaksa, Konsultan tidak dapat melaksanakan bagian utama Jasa Konsultasi untuk waktu tidak kurang dari enam puluh (60) hari; atau
- f. Jika Pemberi Tugas, pada penilaian sendiri dan dengan alasan apapun memutuskan untuk mengakhiri Kontrak ini.

#### 2.9.2 Oleh Konsultan

Konsultan dimungkinkan, dengan tidak kurang dari empat puluh lima (45) hari sejak pemberitahuan tertulis kepada Pemberi Tugas (kecuali pada peristiwa tercantum dalam butir (c) di bawah, pemberitahuan tertulis harus tidak kurang dari enam puluh (60) hari), pemberitahuan tersebut diberikan setelah kejadian dari setiap peristiwa yang dinyatakan dalam butir a. sampai d. mengakhiri Kontrak ini.

- a. Jika Pemberi Tugas gagal membayar sejumlah uang hak Konsultan menurut Kontrak ini dan tidak berhubungan dengan perselisihan menurut PUK Klausul 8 dalam waktu empat puluh lima (45) hari setelah menerima pemberitahuan tertulis;
- b. Jika Pemberi Tugas melanggar kewajiban utamanya menurut Kontrak ini dan belum memperbaikinya dalam waktu empat puluh lima (45) hari (atau waktu yang lebih panjang selanjutnya yang mungkin disetujui Konsultan secara tertulis) setelah Pemberi Tugas menerima pemberitahuan Konsultan menyatakan pelanggaran tersebut
- c. Jika, sebagai akibat dari Keadaan Memaksa, Konsultan tidak dapat melaksanakan bagian utama Jasa Konsultasi untuk waktu tidak kurang dari enam puluh (60) hari; atau
- d. Jika Pemberi Tugas gagal memenuhi keputusan akhir yang telah dicapai sebagai hasil arbitrase sebagaimana menurut PUK Klausul 8.

#### 2.9.3 Penghentian Hak dan Kewajiban

Setelah penghentian Kontrak ini sebagaimana menurut PUK Klausul 2.2 atau PUK Klausul 2.9 atau setelah berakhirnya Kontrak ini sebagaimana menurut PUK Klausul 2.4, semua hak-hak dan kewajiban Para Pihak harus berhenti kecuali (i) hak

- d. If, the Consultant submit to the Employer a statement which has a material effect of the rights, obligation or interests of the Employer and which the Consultant know to be false;
- e. If, as the result of Force Majeure the Consultant are unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- f. If the Employer, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

#### 2.9.2 By the Consultant

The Consultant may, by not less than forty-five (45) days written notice to the Employer (except for the event as listed in paragraph (c) below, for which there shall be a written notice of not less than sixty (60) days), such notice to be given after the occurrence of any of the events specified in paragraphs a. through d. terminate this Contract:

- a. If the Employer fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to GCC Clause 8 hereof within forty-five (45) days after receiving written notice from the Consultant that such payment is overdue;
- b. If the Employer is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by the Employer of the Consultant's notice specifying such breach;
- If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- d. If the Employer fails to comply with any final decision, reached as a result of arbitration pursuant to GCC Clause 8 hereof.

#### 2.9.3 Cessation of Rights and Obligation

Upon termination of this Contract pursuant to Clauses GCC 2.2 or GCC 2.9 hereof, or upon expiration of this Contract pursuant to Clause GCC 2.4 hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and

dan kewajiban tersebut yang mungkin menumpuk disaat waktu penghentian atau berakhirnya kewajiban kerahasiaan Kontrak, (ii) ditetapkan sebagaimana menurut PUK Klausul 3.3, kewajiban Konsultan untuk mengijinkan pemeriksaan, penyalinan dan proses audit rekening dan rekamannya sebagaimana ditetapkan menurut PUK Klausul 3.6 (ii), dan (iv) setiap hak yang mungkin dimiliki satu Pihak menurut Hukum Yang Berlaku.

#### 2.9.4 Penghentian Jasa Konsultasi

penghentian Kontrak ini melalui Setelah pemberitahuan satu Pihak kepada lainnva sebagaimana menurut PUK Klausul 2.9.1 atau PUK Klausul 2.9.2, Konsultan harus, segera setelah mengirim atau menerima pemberitahuan tersebut, dengan segera mengambil langkahlangkah yang diperlukan untuk menutup Jasa Konsultasi dan sesuai dengan tata tertib dan melakukan usaha yang wajar untuk menjaga pengeluaran untuk maksud ini agar minimal. Berkenaan dengan dokumen yang disiapkan oleh Konsultan dan peralatan dan bahan-bahan yang disediakan oleh Pemberi Tugas, Konsultan harus meneruskan sesuai yang ditetapkan, masingmasing oleh PUK Klausul 3.9 atau Klausul 3.10.

#### 2.9.5 Pembayaran setelah Penghentian

Setelah penghentian Kontrak ini sebagaimana menurut PUK Klausul 2.9.1 atau PUK Klausul 2.9.2, Pemberi Tugas harus melakukan pembayaran berikut kepada Konsultan:

- a. Remunerasi sebagaimana menurut PUK Klausul 6 untuk Jasa Konsultasi yang telah dilaksanakan seeara memuaskan sebelum tanggal berlakunya penghentian;
- Penggantian pengeluaran sebagaimana menurut PUK Klausul 6 untuk pengeluaran sebenarnya yang terjadi sebelum tanggal berlakunya penghentian; dan
- c. Kecuali dalam hal penghentian sebagaimana menurat butir a. sampai d. PUK Klausul 2.9.1, penggantian biaya yang wajar pada insiden akibat penghentian Kontrak segera dan secara tata tertib termasuk biaya perjalanan pulang Personil.

#### 2.9.6 Perselisihan tentang Peristiwa Penghentian

Jika satu Pihak berselisih apakah suatu peristiwa yang dinyatakan dalam butir (a) sampai (e) dari PUK Klausul 2.9.1 atau PUK Klausul 2.9.2 telah terjadi, Pihak dimaksud dimungkinkan, dalam waktu empat puluh lima (45) hari setelah menerima

obligations as may have accrued on the date of termination or expiration of this Contract, (ii) the obligation of confidentiality set forth in Clause GCC 3.3 hereof, (iii) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GCC 3.6 (ii) here of, and (iv) anyright which a Party may have under the Applicable Law.

#### 2.9.4 Cessation of Service

Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GCC 2.9.1 or GCC 2.9.2 hereof, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by the Employer, the Consultant shall proceed as provided respectively by Clauses GCC 3.9 or GCC 3.10 hereof.

#### 2.9.5 Payment upon Termination

Upon termination of this Contract pursuant to Clause GCC 2.9.1 or GCC 2.9.2 hereof, the Employer shall make the following payments to the Consultant:

- a. Remuneration pursuant to Clause GCC 6 hereof for Services satisfactorily performed prior to the effective date of termination;
- Reimbursable expenditures pursuant to Clause GCC 6 hereof for expedintures actually incurred prior to the effective date of termination; and
- c. Except in the case of termination pursuant to paragraph a. through d. of Clause GCC 2.9.1 hereof reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract including the cost of the return travel of the Personnel.

#### 2.9.6 Disputes about Events of Termination

If either Party disputes whether an event specified in paragraphs (a) through (e) of Clause GCC 2.9.1 or in Clause GCC 2.9.2 hereof has occurred such Party may, within forty five (45) days after receipt of notice of termintation from the other Party, refer pemberitahuan penghentian dari Pihak lainnya, menyerahkan masalahnya kepada arbitrase menurut PUK Klausul 8, dan Kontrak ini tidak boleh dihentikan oleh sebab peristiwa demikian kecuali berkenaan dengan ketentuan pemenang hasil arbitrase.

2.10 Perubahan Keadaan

Apabila muncul suatu keadaan dimana baik Pemberi Tugas maupun Konsultan bertanggung jawab dan yang membuatnya tidak bertanggung jawab atau tidak mungkin bagi Konsultan untuk melaksanakan keseluruhan atau bagian dari Jasa Konsultasi sesuai dengan Kontrak ini, Konsultan akan segera memberikan pemberitahuan kepada Pemberi Tugas. Keadaan ini antara lain:

- (a) apabila Jasa Konsultasi harus ditunda/ditangguhkan, masa berakhirnya Kontrak akan diperpanjang hingga keadaan tersebut berakhir; dan
- (b) apabila pelaksanaan suatu Jasa Konsultasi harus dikurangi, waktu berakhir Kontrak akan diperpanjang disesuaikan dengan kebutuhan dari keadaan tersebut.

Para Pihak sepakat bahwa atas setiap mobilisasi dan pengeluaran overhead sebagai hasil dari perubahan keadaan ini akan ditanggung oleh Pemberi Tugas dengan persyaratan bahwa Konsultan akan menyerahkan bukti pengeluaran sebagaimana diminta oleh Pemberi Tugas.

#### 3. Kewajiban Konsultan

3.1 Umum

#### 3.1.1 Standar Pelaksanaan

Konsultan harus melaksanakan Jasa Konsultasi dan melaksanakan kewajibannya dengan segenap kepiawaian, efesiensi dan ekonomis sesuai dengan teknik dan praktek profesional yang berlaku umum, dan harus mematuhi praktek manajemen yang baik dan menggunakan teknologi maju yang tepat dan peralatan, mesin, bahan dan cara yang aman dan tepat guna. Konsultan harus selalu bertindak, dengan menghormati semua hal terkait dengan Kontrak ini atau dengan Jasa Konsultasi, sebagai penasehat yang setia dan jujur bagi Pemberi Tugas, dan pada seluruh waktu harus menunjang dan mengamankan kepentingan sah milik Pemberi Tugas dalam setiap hubungan Subkonsultan atau Pihak Ketiga.

the matter to arbitration pursuant to Chapter GCC 8 hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitration award.

#### 2.10 Changed Circumstances

If circumstances arises for which neither the Employer nor the Consultant is responsible and which make it irresponsible or impossible for the Consultant to perform in whole or in part of the Services in accordance with the Contract, the Consultant shall prompltly dispatch a notice to the Employer. In these circumstances:

- (a) if certain Services has to be suspended, the time for the expiration of the Contract shall be extended until the circumstances no longer apply; and
- (b) if the speed of performing certain Services has to be reduced, the time for the expiration of the Contract shall be extended as may be necessary by the circumstances.

The Parties agree that may mobilization and overhead expenses as the result of these changed circumstances shall be borne by the Employer with condition that the Consultant shall provide any proof of expenses requested by the Employer.

#### 3. Obligation of the Consultants

3.1 General

#### 3.1.1 Standard of Performance

The Consultants shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques practices, and shall observe sound management practices, and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods. The Consultants shall always act, in respect of any matter relating to this Contract or to the Services. as faithful advisers to the Employer, and shall at all times support and safeguard the Employer's legitimate interest dealings in any Subconsultants or Third Parties.

#### 3.1.2 Hukum yang Menaungi Jasa Konsultasi

Konsultan harus melaksanakan Jasa Konsultasi sesuai dengan Hukum Yang Berlaku dan harus mengambil langkah-langkah yang layak untuk menjamin bahwa setiap Subkonsultan, serta personil dari Konsultan dan setiap Subkonsultan, memenuhi Hukum Yang Berlaku.

#### 3.2 Pertentangan Kepentingan

## 3.2.1 Konsultan Tidak Mengambil Keuntungan dari Komisi. Rabat. dan lain-lain

Remunerasi untuk Konsultan menurut PUK Klausul 6 dengan ini harus terdiri dari remunerasi Konsultan secara sendiri berkaitan dengan Kontrak ini atau Jasa Konsultasi dan berkaitan PUK Klausul 3.2.2 ini, Konsultan tidak boleh menerima untuk keuntungannya sendiri setiap komisi dagang, rabat atau pembayaran serupa berkaitan dengan kegiatan menurut Kontrak ini atau Jasa Konsultasi atau di dalam membebaskan kewajibannya disini, dan Konsultan harus menggunakan terbaiknya untuk menjamin bahwa setiap Subkonsultan, demikian pula Personil dan wakilwakil diantara mereka, sama-sama tidak boleh menerima setiap tambahan remunerasi dimaksud.

#### 3.2.2 Konsultan dan Afiliasi Tidak Terlibat dalam Kegiatan Tertentu

Konsultan setuju bahwa, sepanjang jangka waktu Kontrak ini dan setelah penghentian, Konsultan dan setiap badan usaha-badan usaha yang berafiliasi dengan Konsultan, demikian pula setiap Subkonsultan dan setiap badan usaha-badan usaha yang berafiliasi dengan Subkonsultan dimaksud, akan didiskualifikasi dari bekerja dalam kapasitas lain pada proyek yang sama (termasuk penawaran yang berkaitan dengan barang-barang dan jasa untuk setiap bagian dari proyek) selain dari Jasa Konsultasi dan setiap kelanjutan daripadanya.

#### 3.2.3 Larangan Kegiatan Bertentangan

Konsultan tidak boleh terlibat, dan harus melarang Personilnya, demikian pula Subkonsultannya, Sub Konsultan Khususnya beserta Personilnya untuk tidak terlibat, baik secara langsung maupun tidak langsung, selama jangka waktu Kontrak ini, setiap bisnis atau kegiatan profesional di Indonesia yang akan bertentangan dengan kegiatan yang ditugaskan kepada mereka menurut Kontrak ini.

#### 3.1.2 Law Governing Services

The Consultants shall perform the Services in accordance with the Applicable Law and shall take all practicable steps to ensure that any Subconsultants, as well as the Personnel of the Consultants and any Subconsultants, comply with the Applicable Law.

#### 3.2 Conflict of Interest

## 3.2.1 Consultant Not to Benefit from Commission, Discount, etc.

The remuneration of the Consultant pursuant to Clause GCC 6 hereof shall constitute the Consultant's sole remuneration in connection with this Contract or the Services and, subject to Clause GCC 3.2.2 hereof, the Consultant shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations hereunder and the Consultant shall use their best efforts to ensure that any Subconsultants, as well as the Personnel and agents of either of them, similary shall not receive any such additional remuneration.

## 3.2.2 Consultant and Affiliates Not to Engage in Certain Activities

The Consultant agree that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Subconsultant and any entity affiliated with such Subconsultant, shall be disqualified from working in any other capacity on the same project (including bidding relating to any goods and services for any part of the project) other than the Services and any continuation thereof.

#### 3.2.3 Prohibition of Conflicting Activities

The Consultant shall not engage, and shall cause their Personnel as well as their Subconsultants, Special Sub Consultants and their Personnel not to engage, either directly or indirectly, suring the term of this Contract, any business or professional activities in Indonesia which would conflict with the activities assigned to them under this Contract.

#### 3.3 Bebas dari Tindak Pidana

Konsultan, Subkonsultannya, Sub Konsultan Khususnya dan Pesonilnya masing-masing melampirkan surat pernyataan bahwa tidak pernah tersangkut tindak pidana dan apabila dikemudian hari selama pekerjaan masih berlangsung diketahui terbukti terlibat tindak pidana maka kontrak akan diputus oleh pemberi kerja.

## 3.4 K3L (Kesehatan, Keamanan, Keselamatan dan Lingkungan)

Konsultan dan sub konsultan telah dan akan melaksanakan prinsip-prinsip K3L dan memiliki sertifikat terkait.

#### 3.5 Kerahasiaan

Konsultan. Subkonsultannva. Sub Konsultan Khususnya dan Personilnya masing-masing tidak boleh. terkecuali oleh dan sepaniang dipersyaratkan oleh suatu hukum atau peraturan baik selama jangka waktu Kontrak atau dalam waktu dua (2) tahun setelah berakhirnya Kontrak ini, untuk membocorkan setiap informasi yang dimiliki atau informasi rahasia terkait dengan Jasa Konsultasi, Kontrak ini, atau kegiatan atau operasional Pemberi Tugas, tanpa terlebih dahulu mendapat persetujuan tertulis dari Pemberi Tugas.

#### 3.3 Non-Involvement in criminal offenses /Acts

The Consultant, their Subconsultants, Special Sub Consultants and the Pesonnel shall provide statement letter of Non-Involvement in criminal offenses /Acts during the term of this contract. If anyone of them proven as suspect, the contract will be terminated by the employer.

#### 3.4 Health, Safety and Environment

The Consultant and their Subconsultans are aware of health, safety and environment principe also provide related certificated.

#### 3.5 Confidentiality

The Consultant, their Subconsultants, Special Sub Consultants and the Personnel of either of them shall not, except as and to the extent required by law or regulation either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Services, this Contract or the Employer's business or operations, without the prior written consent of the Employer.

#### 3.6 Pertanggung Jawaban Konsultan

Tanggung jawab Konsultan berdasarkan Kontrak ini adalah sebagaimana diatur dalam Hukum Yang Berlaku.

## 3.7 Asuransi yang Harus Ditanggung oleh Konsultan

Konsultan (i) harus menanggung dan menjaga, dan harus menetapkan setiap Subkonsultan dan/atau Sub Konsultan Khusus untuk menanggung dan menjaga, atas biayanya sendiri subkonsultan, biava sesuai dengan kasusnya), dengan persyaratan bahwa ketentuan dan persyaratan asuransi disetujui oleh Pemberi Tugas, asuransi terhadap resiko, dan untuk menanggung seperti yang akan ditentukan dalam PKK dan (ii) atas permintaan Pemberi Tugas, harus memperlihatkan bukti bahwa asuransi dimaksud telah ditanggung dan dijaga dan premi berjalan sehubungan dengan itu telah lunas.

#### 3.8 Pembukuan, Pemeriksaan dan Pengauditan

Konsultan (i) harus menyimpan secara akurat dan sistematis rekening-rekening dan rekaman yang terkait dengan Jasa Konsultasi disini, sesuai dengan prinsip pembukuan yang diterima secara internasional dan dalam bentuk dan rincian sedemikian rupa sehingga akan menggambarkan semua perubahan waktu dan biaya, dan dasar-dasarnya (termasuk dasar-dasar semacam itu yang mungkin secara khusus dinyatakan dalam PKK), dan (ii) harus mengijinkan Pemberi Tugas, atau perwakilan yang ditunjuk secara berkala, dan sampai waktu satu tahun dari kadaluarsa atau penghentian Kontrak ini, untuk memeriksa hal yang sama dan menyalinnya demikian pula halnya untuk diaudit oleh auditor yang ditunjuk oleh Pemberi Tugas.

#### 3.9 Tindakan Konsultan yang Memerlukan Persetujuan Pemberi Tugas Terlebih Dahulu

Konsultan harus memperoleh terlebih dahulu persetujuan Pemberi Tugas secara tertulis sebelum melakukan setiap tindakan berikut:

- a. Menunjuk dan merubah anggota Personil Utama sebagaimana tercantum dalam Apendiks C dan dengan memperhatikan ketentuan PUK Klausul 4.3, dan;
- Masuk kedalam suatu subkontrak untuk melaksanakan sebagian Jasa Konsultasi, dengan pemahaman (i) bahwa pemilihan Subkonsultan dan ketentuan dan persyaratan subkontrak harus telah disetujui secara tertulis

#### 3.6 Liability of the Consultant

The Consultant liability under this Contract shall be as provided by the Applicable Law.

#### 3.7 Insurance To Be Taken Out by Consultant

The Consultant (i) shall cover and maintain, and shall cause any Subconsultants and/or Special Sub Consultants to cover and maintain, at their (or the Subconsultants, as the case may be) own cost, with condition that terms and conditions approved by the Employer, insurance against the risks, and for the coverage, as shall be specified in the PCC, and (ii) at the Employer's request, shall provide evidence to the Employer showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid.

#### 3.8 Accounting, Inspection and Auditing

The Consultant (i) shall keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time changes and costs, and the bases thereof (including such bases as may be specifically referred to in the PCC), and (ii) shall designated the Employer, or its representative periodically, and up to one year from the expiration or termination of this Contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Employer.

## 3.9 Consultant's Actions Requiring Employer's Prior Approval

The Consultant shall obtain the Employer's prior approval in writing before taking any of the following actions:

- a. Appointing and changing any member of the Key Personnel as listed in Appendix C and by taking consideration of Clause GCC 4.3: and:
- b. Entering into a subcontract for the performance of any part of the Services, it being understood
  (i) that the selection of the Subconsultant and the term and conditions of subcontract shall have been approved in writing by the Employer

oleh Pemberi Tugas sebelum pelaksanaan subkontrak dan (ii) bahwa Konsultan harus tetap, secara penuh tanggung jawab untuk pelaksanaan Jasa Konsultasi Subkonsultan dan Personilnya menurut Kontrak ini.

#### 3.10 Kewajiban Melaporkan

#### 3.10.1 Kewajiban Melaporkan

Konsultan dengan ini harus menyerahkan kepada Pemberi Tugas seluruh laporan dan dokumen yang diperlukan oleh Pemberi Tugas.

#### 3.10.2 Halangan Serius

Konsultan akan melaporkan kepada Pemberi Tugas dengan segera tentang segala peristiwa atau kondisi yang mungkin menunda atau menghalangi penyelesaian tentang segala bagian yang penting dari proyek sesuai dengan jadwal dan memberitahukan langkah-langkah apa yang akan diambil untuk mencapai situasi yang diinginkan.

## 3.11 Dokumen yang Disiapkan Konsultan yang Menjadi Hak Milik Pemberi Tugas

Semua perencanaan, gambar-gambar, spesifikasi, rancangan, laporan-laporan, dokumen lainnya dan piranti lunak yang disiapkan Konsultan untuk Pemberi Tugas menurut Kontrak ini akan menjadi dan tetap sebagai hak milik Pemberi Tugas, dan Konsultan harus tidak lebih dari setelah penghentian kadaluarsa Kontrak atau mengirimkan semua dokumen seperti itu kepada Pemberi Tugas bersama-sama dengan suatu rincian inventaris yang berhubungan dengan itu. Konsultan dimungkinkan menyimpan salinan dokumen dan piranti lunak semacam itu. Pembatasan tentang penggunaan dokumen dan piranti lunak tersebut dimasa mendatang, bila ada, akan dinyatakan dalam PKK.

## 3.12 Peralatan dan Bahan yang Disediakan oleh Pemberi Tugas

Peralatan dan bahan-bahan disediakan untuk Konsultan oleh Pemberi Tugas, atau yang dibeli oleh Konsultan dengan dana yang disiapkan oleh Pemberi Tugas, adalah hak milik Pemberi Tugas dan harus ditandai sesuai dengannya. Setelah penghentian atau kadaluarsa Kontrak Konsultan harus menyediakan suatu inventaris peralatan dan bahan seperti dimaksud kepada Pemberi Tugas dan harus mengatur peralatan dan bahan tersebut sesuai dengan petunjuk Pemberi Tugas. Selama menguasai peralatan dan bahan tersebut. Konsultan, terkecuali bila diperintahkan lain oleh Pemberi Tugas secara tertulis, harus prior to the execution of the subcontract and (ii) that the Consultant shall remain fully liable for the performance of the Services by the Subconsultant and its Personnel pursuant to this Contract;

#### 3.10 Reporting Obligations

#### 3.10.1 Reporting Obligations

Consultant is must be submitted to the Employer of all reports and documents required by the Employer.

#### 3.10.2 Serious Hindrances

The Consultant shall report to the Employer-the occurrence of any event or condition which might delay or prevent completion of any significant part of the project in accordance with the schedules and to indicate what steps shall be taken to meet the situation.

## 3.11 Document Prepared by the Consultant to be the Property of the Employer

All plans, drawings, specifications, designs, reports, other documents and software prepared by the Consultant for the Employer under this Contract shall become and remain the property of the Employer, and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Employer, together with a detailed inventory thereof. The Consultant may retain a copy of such documents and software. Restrictions about the future use of these documents and software, if any, shall be specified in the PCC.

#### 3.12 Equipment and Materials Furnished by the Employer

Equipment and materials made available to the Consultant by the Employer, or purchased by the Consultant with funds provided by the Employer, shall be the property of the Employer and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultant shall make available to the Employer an inventory of such equipment and materials and shall dispose of such equipment and materials in accordance with the Employer's instructions. While inpossession of such equipment and materials, the Consultant, unless otherwise instructed by the Employer in writing, shall insure them at the expense of the

mengasuransikannya atas pengeluaran Pemberi Tugas sesuai jumlah yang sama dengan harga penggantian penuh. Employer in an amount equal to their fuill replacement value.

#### 4. Personil Konsultan, Subkonsultan dan Sub Konsultan Khusus

#### 4.1 Umum

Konsultan harus mempekerjakan dan menyediakan Personil, dan Sub Konsultan yang berkualitas dan berpengalaman sesuai yang diperlukan untuk melaksanakan Jasa Konsultasi.

#### 4.2 Uraian Personil

- a. Gelar, nama, uraian kerja yang disetujui, kualifikasi minimal dan perkiraan jangka waktu keterlibatan dalam pelaksanaan Jasa Konsultasi untuk setiap Personil dari Konsultan diuraikan dalam Apendiks C. Apabila terdapat Personil yang dianggap sebagai Tenaga Ahli dan telah disetujui oleh Pemberi Tugas, maka nama personnel tersebut dicatat sebagai "Tenaga Ahli".
- b. Jika diisyaratkan untuk memenuhi ketentuan pada PUK Klausul 3.1.1, maka penyesuaian dengan mempertimbangkan perkiraan jangka waktu keterlibatan Tenaga Ahli yang ditetapkan dalam Apendiks C dapat dilakukan oleh Konsultan melalui pemberitahuan secara tertulis kepada Pemberi Tugas, asalkan (i) bahwa penyesuaian tersebut tidak mengubah perkiraan awal jangka waktu keterlibatan dari setiap perorangan lebih dari 10% atau satu minggu, diambil yang terbesar, dan (ii) bahwa penjumlahan dari penyesuaian tersebut tidak menyebabkan pembayaran menurut Kontrak ini menjadi melampaui plafon yang ditetapkan pada PUK Klausul 6.1.b dalam Kontrak ini. Setiap penyesuaian lainnya seperti dimaksud hanya dapat dilakukan atas dasar persetujuan tertulis dari Pemberi Tugas.
- c. Jika pekerjaan tambahan diperlukan diluar lingkup Jasa Konsultasi yang dinyatakan dalam perkiraan Apendiks Α, jangka waktu keterlibatan Tenaga Ahli yang ditetapkan dalam dapat diperbesar melalui Apendiks С persetujuan tertulis antara Pemberi Tugas dan Konsultan, asalkan setiap penambahan tidak, disetujui lain secara tertulis, menyebabkan pembayaran menurut Kontrak ini menjadi melampaui plafon yang ditetapkan pada PUK Klausul 6.1.b dalam Kontrak ini.

## 4. Consultant's Personnel and Subconsultants

#### 4.1 General

The Consultant shall employ and provide such qualified and experienced Personnel, and Subconsultants as are required to carry out the Services.

#### 4.2 Description of Personnel

- a. The title, name, agreed job description, minimum qualification and estimated period of engagement in the carrying out of the Services of each of the Consultant's Personnel are described in Appendix C. If any of Personnel is as regard of the Expert and has already been approved by the Employer, his/her name is listed as the "Expert".
- b. If required to comply with the provision of Clause GCC 3.1.1 hereof, adjustment with respect to the estimated period of engagement of Expert set forth in Appendix C may be made by the Consultant by written notice to the Employer provided (i) that such adjustments shall not alter the originally estimated period of engagement of any individual by more than 10% or one week, whichever is larger, and (ii) that the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in Clause GCC 6.1.b of this Contract. Any other such adjustments shall only be made with the Employer's written approval.
- c. If additional work is required beyond the scope of the Services specified in Appendix A, the estimated periods of engagement of Expert set forth in Appendix C may be increased by agreement in writing between the Employer and the Consultant, provided that any such increase shall not, except as otherwise agreed in writing, cause payments underthis Contract to exceed the ceilings set forth in Clause GCC 6.1.b of this Contract.

#### 4.3 Persetujuan Personil

Tenaga Ahli dan Subkonsultan yang tercantum sesuai gelar demikian pula sesuai nama dalam Apendiks C disini disetujui oleh Pemberi Tugas. Berkenaan dengan Tenaga Ahli lainnya yang Konsultan usulkan untuk digunakan dalam pelaksanaan Jasa Konsultasi, Konsultan akan menyampaikan salinan data riwayat hidup kepada Pemberi Tugas untuk pengkajian dan persetujuan dan (dalam hal Personil Utama akan digunakan di dalam Indonesia) salinan surat keterangan sehat dalam format terlampir bersama ini sebagai Apendiks D. Jika Pemberi Tugas tidak menolak tertulis (menyatakan alasan penolakannya) dalam waktu dua puluh satu (21) hari kalender dari tanggal penerimaan data riwayat dimaksud dan (bila berlaku) surat keterangan dimaksud, Personil Utama tersebut harus diartikan telah disetujui oleh Pemberi Tugas. Tanpa mengabaikan hal yang telah disebutkan sebelumnya, jika terdapat perubahan Tenaga Ahli vang dapat mengakibatkan modifikasi Kontrak, modifikasi tersebut akan efektif sesuai ketentuan berdasarkan PUK Klausul 2.6.

#### 4.4 Jam Kerja, Lembur, Cuti, dan Lain-lain

- a. Jam kerja dan hari libur untuk Tenaga Ahli ditetapkan dalam Apendiks E. Untuk Personil menghitung waktu perjalanan, melaksanakan internasional yang Jasa Konsultasi di Indonesia harus diartikan memulai (atau menyelesaikan) kerja sesuai Jasa Konsultasi dengan sejumlah hari sebelum kedatangannya di (atau setelah keberangkatannya dari) Indonesia sebagaimana seperti dinyatakan dalam Apendiks E, dengan ketentuan bahwa Personil internasional tersebut harus mengupayakan upaya terbaiknya secara komersial untuk menggunakan rute perjalanan yang paling langsung (dan yang efektif secara waktu) dari kantor asal Personil.
- b. Tenaga Ahli tidak berhak dibayar untuk waktu lembur atau mendapat bayaran cuti sakit atau cuti liburan kecuali sebagaimana seperti dinyatakan dalam Apendiks E; dan kecuali sebagaimana dinyatakan dalam Apendiks dimaksud, remunerasi harus diartikan telah mencakup segala macam tersebut. Semua cuti yang diberikan kepada Personil termuat dalam staf bulan dari jasa konsultasi yang ditetapkan dalam Apendiks C. Setiap pengambilan cuti oleh Personil harus mendapat persetujuan terlebih dahulu dari Konsultan yang akan menjamin ketidakhadirannya dalam rangka cuti tersebut agar tidak akan memperlambat

#### 4.3 Approval of Personnel

The Expert and Subconsultants listed by title as well as by name in Appendix C are hereby approved by the Employer. In respect of other Expert which the Consultant propose to use in the carrying out of the Services, the Consultant shall submit to the Employer for review and approval a copy of their biographical data and (in the case of Expert to be used within Indonesia) a copy of a satisfactory medical certificate in the form attached hereto as Appendix D. If the Employer does not object in writing (stating the reasons for the objection) within twenty-one (21) calendar days from the date of receipt of such biographical data and (if applicable) such certificate, such Expert shall be deemed to have been approved by the Employer. Not with standing the foregoing, any change in Expert that may result of modification of the Contract, such modification will be effective pursuant to Clause GCC 2.6.

#### 4.4 Working Hours, Overtime, Leave, etc.

- a. Working hours and holidays for Expert are set forth in Appendix E hereto. To account for travel time, international Personnel carrying out Services inside Indonesia shall be deemed to have commenced (or finished) work in respect of the Services such number of days before their arrival in (or after their depature from) Indonesia as is specified in Appendix E hereto, provided that such international Personnel shall commercially endeavor its best effort to use the most direct practicable route (and time effective) from the foreign Personnel's home office.
- b. The Expert shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave except as specified in Appendix E hereto, and except as specified in such Appendix, remuneration shall be deemed to cover these items. All leave to be allowed to the Personnel is included in the staff months of service set forth in Appendix C.

Any taking of leave by Personnel shall be subject to the prior approval by the Consultant who shall ensure that absence for leave purpose will not delay the progress and adequate supervision of the Services.

kemajuan dan pengawasan yang cukup pada Jasa Konsultasi.

#### 4.5 Pemecatan dan/atau Penggantian Personil

- a. Kecuali Pemberi Tugas menyetujui lain, perubahan terhadap Personil tidak diperkenankan sampai dengan 6 (enam) bulan setelah dimulainya pekerjaan jasa konsultasi). Jika untuk suatu alasan diluar kekuasaan wajar dari Konsultan, perubahan Personil tersebut menjadi perlu, Konsultan harus segera menyiapkan sebagai penggantinya seseorang dengan kualifikasi yang sama atau lebih baik.
- b. Jika Pemberi Tugas (i) menemukan bahwa diantara Personil berkelakuan buruk atau telah ditetapkan tersangkut tindakan pidana, atau (ii) memiliki alasan yang masuk akal untuk tidak puas dengan performa salah satu Personil, maka Konsultan harus, atas dasar permintaan tertulis Pemberi Tugas yang menyatakan alasan tersebut, dengan ini segera menyiapkan sebagai penggantinya seseorang dengan kualifikasi dan pengalaman yang dapat diterima Pemberi Tugas.
- c. Setiap Personil yang disiapkan sebagai pengganti menurut Klausul a. dan b. diatas, dengan satuan remunerasi yang berlaku bagi orang tersebut dan setiap penggantian pengeluaran yang mungkin ingin diklaim Konsultan sebagai bentuk penggantian tersebut, harus terlebih dahulu mendapatkan persetujuan tertulis dari Pemberi Tugas.

Kecuali Pemberi Tugas mungkin menyetujui (i) Konsultan harus menanggung semua biaya perjalanan dan biaya lainnya yang timbul atau bertambah terhadap setiap pemecatan dan/atau penggantian, dan (ii) remunerasi yang harus dibayar untuk setiap Personil yang disiapkan sebagai pengganti tidak boleh melampaui remunerasi yang akan dibayarkan kepada Personil yang diganti.

#### 4.6 Pimpinan Proyek

Konsultan harus memastikan bahwa pada setiap waktu selama pelaksanaan Jasa Konsultasi oleh Konsultan di Indonesia, seorang Pimpinan Proyek, yang dapat diterima Pemberi Tugas, harus bertanggung atas pelaksanaan dari Jasa Konsultasi tersebut.

#### 4.5 Removal and/or Replacement of Personnel

- a. Except as the Employer may otherwise agree, no changes shall be made in the Personnel up to six (6) months after commencement of the services. If any reason beyond the reasonable control of the Consultant, it becomes necessary to replace any of the Personnel, the Consultant shall fortwith provide as a replacement a person or equivalent or better qualifications.
- b. If The Employer (i) finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action, or (ii) has reasonable cause to be dissatisfied with the performance of any of the Personnel, the Consultant shall, at the Employer's written request specifiying the grounds therefore, fortwith provide as a replacement a person with qualifications and experience acceptable to the Employer.
- c. Any of the Personnel provided as a replacement under Clause a. and b. above, the rate of remuneration applicable to such person and any reimbursable expenditures the Consultant may wish to claim as a result of such replacement, shall be subject to the prior written approval by the Employer.

Except as the Employer may otherwise agree, (i) the Consultant shall bear all additional travel and other cost arising out of or incidental to any removal and/or replacement and (ii) the remuneration to be paid for any of the Personnel provided as a replacement shall not exceed the remuneration which would have been payable to the Personnel replaced.

#### 4.6 Project Manager

The Consultant shall ensure that at all times during the Consultant's performance of the Services in Indonesia a Project Manager, acceptable to the Employer, shall take charge of the performance of such Services.

#### 5. Kewajiban Pemberi Tugas

#### 5.1 Bantuan dan Pembebasan

Kecuali ditetapkan lain di PKK, Pemberi Tugas akan menggunakan upaya terbaiknya untuk mendampingi Konsultan dalam:

- Menyediakan Konsultan, Subkonsultan, dan Personil dengan ijin-ijin kerja dan dokumendokumen penting lainnya yang diperlukan untuk dapat melaksanakan Jasa Konsultansi sebagai Konsultan, Personil, atau Subkonsultan;
- Mengatur agar Personil diberikan dengan segera segala keperluan visa keluar dan masuk, ijin tinggal, ijin pertukaran dan dokumen lain yang diperlukan untuk dapat tinggal di Indonesia;
- Memfasilitasi pemeriksaan imigrasi sampai bea keluar dan masuk atas segala barang untuk keperluan Jasa Konsultasi dan keperluan pribadi;
- d. Memberikan pada pejabat, agen dan wakil dari Pemberi Tugas semua instruksi-instruksi yang mungkin diperlukan atau sesuai untuk pelaksanaan Jasa Konsultasi dengan segera dan efektif.
- e. Membebaskan Konsultan dan Personil dan setiap Subkonsultan serta yang dipekerjakan oleh Konsultan untuk Jasa Konsultasi dari persyaratan apapun untuk mendaftarkan atau memperoleh surat ijin apapun dalam menjalankan profesi mereka atau untuk menempatkan diri mereka baik secara individu atau sebagai suatu badan usaha usaha menurut Hukum Yang Berlaku;
- f. Memberikan perlakuan khusus pada Konsultan, Subkonsultan, dan Personilnya, menurut Hukum Yang Berlaku, membawa sejumlah mata uang asing ke Indonesia untuk tujuan pekerjaannya atau untuk penggunaan pribadi dan menarik sejumlah uang mungkin didapat di Indonesia oleh Personil dalam pelaksanaan dari pekerjaan Jasa Konsultasinya; dan
- g. Memberikan bantuan lain kepada Konsultan, Subkonsultan, dan Personil yang akan ditetapkan didalam PKK.

#### 5. Obligations of the Employer

#### 5.1 Assistance and Exemptions

Unless otherwise specified in the PCC, the Employer shall use its best efforts to assist the Consultant in:

- a. Providing the Consultant, Subconsultants, and Personnel, with work permits and such other documents as shall be necessary to enable the Consultant, Personnel, or Subconsultants to perform the Services;
- b. Arranging for the Personnel to be provided promptly with all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in Indonesia:
- Facilitating prompt clearance through customs of any property required for the Services and of the personal effects of the Personnel;
- d. Issuing to officials, agents and representatives of the Employer all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services;
- e. Exempting the Consultant and the Personnel and any Subconsultants employed by the Consultant for the Services from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity according to the Applicable Law:
- f. Granting to Consultant, any Subconsultants, and the Personnel of either of them the privilege, pursuant to the Applicable Law, of bringing onto Indonesia reasonable amount of foreign currency for the purpose of the Services or for the personal use of the Personnel and of withdrawing any such amounts as may be earned therein by the Personnel in the execution of the Services; and
- g. Providing to the Consultant, Subconsultants, and Personnel any such other assistance as may be specified in the PCC.

#### 5.2 Ijin Memasuki Tanah

Pemberi Tugas menjamin bahwa Konsultan akan dibolehkan, secara cuma-cuma, tanpa hambatan memasuki tanah tertentu di Indonesia berkenaan dengan ijin masuk yang diperlukan untuk pelaksanaan Jasa Konsultasi. Pemberi Tugas akan bertanggung jawab untuk setiap kerusakan pada tanah dimaksud atau setiap hak milik diatasnya sebagai akibat darinya dan akan memberi ganti rugi kepada Konsultan dan masingmasing Personil berkenaan dengan pertanggung jawaban pada kerusakan tersebut, kerusakan dimaksud disebabkan oleh kelalaian kealpaan Konsultan atau diantara Subkonsultan atau Personil.

#### 5.3 Perubahan pada Hukum Yang Berlaku

Jika setelah tanggal Kontrak ini, terdapat perubahan pada Hukum Yang Berlaku berkenaan dengan pajak dan bea yang menaikkan atau menurunkan biaya yang dikeluarkan Konsultan dalam melaksanakan Jasa Konsultasi, maka selain remunerasi dan pengeluaran penggantian yang dapat dibayarkan kepada Konsultan menurut Kontrak ini, akan dinaikkan atau diturunkan sesuai tersebut diatas melalui persetujuan antara Para Pihak, dan harus dilakukan penyesuaian yang berhubungan dengan nilai plafon yang dinyatakan pada PUK Klausul 6.1.b.

#### 5.4 Fasilitas dan Aset dari Jasa Konsultasi

Konsultan harus mengadakan berbagai fasilitas dan aset untuk keperluan Jasa Konsultasi, pada harga yang wajar, untuk diganti oleh Pemberi Tugas, namun Pemberi Tugas mungkin mempersilakan penggunaan fasilitas dan aset yang dimiliki atau dipegang olehnya untuk disediakan kepada Konsultan dan Personilnya, untuk keperluan Jasa Konsultasi, bebas dari biaya apapun.

#### 5.5 Pembayaran

Dengan mempertimbangkan Jasa Konsultasi yang telah dilaksanakan Konsultan menurut Kontrak ini, Pemberi Tugas akan melakukan pembayaran seperti dimaksud kepada Konsultan dan dengan cara seperti yang diberikan pada PUK Klausul 6 Kontrak ini.

#### 5.2 Access to Premises

The Employer warrants that the Consultant shall have, free of charge, unimpeded access to certain land in Indonesia in respect of which access is required for the performance of the Services. The Employer will be responsible for any damage to such land or any property thereon resulting from such access and will indemnify the Consultant and each of the Personnel inrespect of liability for any such damage, unless such damage is caused by the default or negligence of the Consultant or any Subconsultant or the Personnel of either of them.

#### 5.3 Change in the Applicable Law

If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the ceiling amounts specified in Clause GCC 6.1.b.

#### 5.4 Facilities and Property of Services

The Consultant shall procure any such facilities and properties for the purposes of Services at reasonably price to be reimbursed by the Employer, provided that the Employer may require the use of the facilities and property owned or hold by it to be available to the Consultant and the Personnel, for the purposes of the Services, free of any charge.

#### 5.5 Payment

In consideration of the Services performed by the Consultant under this Contract, the Employer shall make to the Consultant such payments and in such manner as is provided by Chapter GCC 6 of this Contract.

#### 5.6 Perbedaan Pendapat

Dalam hal terjadi perbedaan pendapat antara Pemberi Tugas dan Konsultan dalam berbagai hal yang penting yang menyertakan keputusan/pendapat profesional yang mungkin mempengaruhi pelaksanaan atau evaluasi yang sesuai dari proyek, Pemberi Tugas akan mengijinkan Konsultan untuk menyerahkan segera kepada Pemberi Tugas suatu laporan tertulis.

#### 6. Pembayaran kepada Konsultan

- 6.1 Perkiaraan Biaya, Nilai Plafon
- a. Perkiraan biaya Jasa Konsultasi yang dapat dibayarkan dalam mata uang Rupiah Indonesia adalah dinyatakan dalam Apendiks H.
- b. Kecuali selain yang disetujui menurut PUK Klausul 2.6 dan sehubungan PUK Klausul 6.1.c, pembayaran menurut Kontrak ini tidak boleh melampaui plafon dalam mata uang Rupiah Indonesia yang dinyatakan dalam PKK. Konsultan harus memberitahu Pemberi Tugas segera setelah pengeluaran biaya keseluruhan untuk Jasa Konsultasi telah mencapai 80% terhadap plafon.
- c. Tanpa mengesampingkan ketentuan PUK Klausul 6.1.b disini, jika sebagaimana menurut salah satu diantara Klausul-klausul 5.3, 5.4 atau 5.6 dari PUK ini, Para Pihak harus setuju bahwa tambahan pembayaran dalam mata uang dalam dan/atau luar negeri, sebagaimana mungkin halnya, harus dilakukan kepada Konsultan dalam rangka menutup pengeluaran tambahan yang diperlukan tanpa melihat perkiraan biaya yang diacu pada PUK Klausul 6.1.a diatas, plafon atau plafon-plafon, seperti hal tersebut, yang ditetapkan pada PUK Klausul 6.1.b diatas harus dinaikkan dengan jumlah tambahan jumlah-jumlah sebesar atau dimaksud, pembayaran seperti dengan ketentuan bahwa jika pengeluaran tambahan berdasarkan klausul ini melampaui plafon atau plafon-plafon, sebagaimana pembayaran terhadap pengeluaran tambahan tersebut.

#### 6.2 Remunerasi dan Pengantian Pengeluaran

a. Sehubungan dengan plafon yang dinyatakan pada PUK Klausul 6.1.b, Pemberi Tugas harus membayar kepada Konsultan (i) remunerasi yang ditetapkan pada PUK Klausul 6.2.b, dan (ii) penggantian pengeluaran yang ditetapkan

#### 5.6 Difference of Opinion

In the case of a difference of opinion between the Employer and the Consultant on any important matters involving professional judgement/opinion that might affect the proper evaluation or execution of the project, the Employer shall allow the Consultant to submit promptly to the Employer a written report.

#### 6. Payments to the Consultant

#### 6.1 Cost Estimates, Ceiling Amount

An estimate of the cost of the Services payable in Indonesian Rupiah in set forth in Appendix H.

- b. Except as may be otherwise agreed under Clause GCC 2.6 and subject to Clause GCC 6.1.c, payments under this Contract shall not exceed the ceilings in Indonesian Rupiah specified in the PCC. The Consultant shall notify the Employer as soon as cumulative charges incurred for the Services have reached 80% of ceilings.
- c. Notwithstanding Clause GCC 6.1.b hereof, if pursuant to any of the Clauses GCC 5.3, 5.4 or 5.6 hereof, the Parties shall agree that additional payments in local and/or foreign currency, as the case may be, shall be made to the Consultant in order to cover any necessary additional expenditures not envisaged in the cost estimates referred to in Clause GCC 6.1.a above, the ceiling or ceilings, as the case may be, set forth in Clause GCC 6.1.b above shall be increased by the amount or amounts, as the case may be, of any such additional payments, provided that in the event that if any necessary additional expenditures occurring pursuant to this clause exceeding the ceiling or ceilings, as the case may be, the payment for such additional expenditures.

## 6.2 Remuneration and Reimbursable Expenditures

a. Subject to the ceilings specified in Clause GCC 6.1.b, hereof, the Employer shall pay to the Consultant (i) remuneration as set forth in Clause GCC 6.2.b, and (ii) reimbursable expenditures as set forth in Clause GCC 6.2.c. pada PUK Klausul 6.2. c. Jika dinyatakan dalam PKK, remunerasi dimaksud harus berdasarkan penyesuaian harga seperti dinyatakan dalam PKK.

- b. Remunerasi untuk Personil harus ditentukan berdasarkan waktu sebenarnya yang dipakai oleh Personil dimaksud dalam melaksanakan Jasa Konsultasi setelah tanggal yang ditentukan sesuai dengan PUK Klausul 2.3 dan PKK Klausul 2.3 (atau tanggal seperti lainnya yang harus disetujui secara tertulis oleh Para Pihak) (termasuk waktu yang diperlukan untuk perjalanan melalui rute yang paling langsung) pada harga satuan yang diacu, dan berdasarkan ketentuan tambahan seperti yang ditetapkan dalam PKK.
- c. Penggantian pengeluaran yang sebenarnya dan yang wajar dibelanjakan oleh Konsultan dalam melaksanakan Jasa Konsultasi seperti dinyatakan pada PKK Klausul 6.3.b. Penggantian pengeluaran yang dapat diganti oleh Pemberi Tugas tidak boleh melampaui alokasi bagi masing-masing pos yang telah disepakati oleh Para Pihak sebagaimana tercantum dalam Apendiks G dan Apendiks H.

#### 6.3 Mata Uang Pembayaran

a. Pembayaran mata uang dalam negeri harus dilakukan dalam mata uang Rupiah Indonesia menurut PKK.

If specified in the PCC, the said remuneration shall be subject to price adjustment as specified in the PCC.

- b. Remuneration for the Personnel shall be determined on the basis of time actually spent by such Personnel in the performance of the Services after the date determined in accordance with Clause GCC 2.3 and Clause PCC 2.3 (or such other date as the Parties shall agree in writing) (including time for necessary travel via the most direct route) at the rates referred to, and subject to such additional provisions as are set forth in the PCC.
- c. Reimbursable expenditures actually and reasonably incurred by the Consultant in the performance of the Services as specified in Clause PCC 6.3.b. Reimbursable expenditures that may be reimbursed by the Employer shall not exceed the allocation for each item that has been agreed between the Parties as set forth in Appendix G and Appendix H.

#### 6.3 Currency of Payment

a. Local currency payments shall be made in Indonesian Rupiah as the local currency in accordance with the PCC.

#### 6.4 Cara Penagihan dan Pembayaran

Penagihan dan pembayaran berkenaan dengan Jasa Konsultasi harus dilakukan sebagai berikut:

- a. Pemberi Tugas harus membayar uang muka kepada Konsultan seperti dinyatakan dalam PKK, dan selain itu ditetapkan dibawah ini. Uang muka akan dibayar setelah Konsultan menyerahkan kepada Pemberi Tugas garansi bank oleh bank yang dapat diterima Pemberi Tugas dalam jumlah (atau jumlah-jumlah) dan dalam mata uang (atau mata uang-mata uang) yang dinyatakan dalam PKK, garansi bank tersebut (i) tetap berlaku sampai dengan uang muka telah seluruhnya selesai seperti diberikan dalam PKK, dan (ii) dalam bentuk sesuai dengan yang ditetapkan dalam Apendiks I atau dalam bentuk lain yang disetujui secara tertulis oleh Pemberi Tugas.
- b. Segera setelah dapat dilakukan dan tidak lebih dari lima belas (15) hari setelah setiap akhir bulan kalender selama jangka waktu Jasa Konsultasi, Konsultan harus menyerahkan kepada Pemberi Tugas, dalam salinan, rekening rinci, dilengkapi dengan salinan kuitansi pembelian, bon dan bahan penunjang yang sesuai, dalam jumlah pembayaran menurut PUK Klausul-klausul 6.3 dan 6.4 untuk bulan dimaksud. Setiap laporan terpisah per bulan harus diserahkan sesuai dengan jumlah pembayaran dalam Mata Uang Dalam Negeri. Setiap laporan terpisah per bulan tersebut harus dapat membedakan antara seluruh biaya yang menjadi bagian dari remunerasi yang berkenaan dengan penggantian pengeluaran.
- c. Pemberi Tugas harus melakukan pembayaran pada rekening bulanan Konsultan dalam waktu enam puluh (60) hari setelah penerimaan rekening dengan dokumen penunjang dimaksud oleh Pemberi Tugas. Hanya bagian rekening bulanan yang tidak ditunjang dengan memuaskan dapat ditolak pembayaran. Jika terdapat perbedaan ditemukan yang terletak antara pembayaran yang sebenarnya dan biaya sah yang dibelanjakan oleh Konsultan, Pemberi Tugas dapat menambah atau mengurangi perbedaan melalui pembayaran-pembayaran mendatang. Bunga pertahun yang dinyatakan dalam PKK akan berlaku sejak tanggal jatuh tempo diatas dengan jumlah yang harus dibayarkan sampai, tetapi tidak dibayarkan pada tanggal jatuh tempo tersebut.

#### 6.4 Mode of Billing and Payment

Billings and payments in respect of the Services shall be made as follows:

- a. The Employer shall cause to be paid to the Consultant an advance payment as specified in the PCC, and as otherwise set forth below. The advance payment will be due after provision by the Consultant to the Employer of a bank guarantee by a bank acceptable to the Employer in an amount (or amounts) and in a currency (or currencies) specified in the PCC, such bank guarantee (i) to remain effective until the advance payment has been fully set off as provided in the PCC, and (ii) to be in the form set forth in Appendix I hereto or in such other form as the Employer shall have approved in writing.
- b. As soon as practicable and not later than fifteen (15) days after the end of each calendar month during the period of the Services, the Consultants shall submit to the Employer, in duplicate, itemized statements, accompanied by copies of receipted invoices, vouchers and other appropriate supporting materials, of the amounts payable pursuant to Clauses GC 6.3 and 6.4 for such month. Separate monthly statements shall be submitted in respect of amounts payable in local currency. Each such separate monthly statement shall distinguish that portion of the total eligible costs which pertains to remuneration from that portion which pertains to reimbursable expenditures.
- c. The Employer shall cause the payment of the Consultants' monthly statements within sixty (60) days after the receipt by the Employer of such statements with supporting documents. Only such portion of a monthly statement that is not satisfactorily supported may be withheld from payment. Should any discrepancy be found to exist between actual payment and costs authorized to be incurred by the Consultants, the Employer may add or subtract the difference from any subsequent payments. Interest at the annual rate specified in the SC shall become payable as from the above due date on any amount due by, but not paid on, such due date.

d. Pembayaran akhir menurut Klausul ini akan dilaksanakan hanya setelah laporan akhir dan rekening akhir, yang ditandai telah diserahkan oleh Konsultan dan disetujui oleh Pemberi Tugas. Jasa Konsultasi harus diartikan telah selesai dan diterima oleh Pemberi Tugas dan laporan akhir dan rekening akhir harus diartikan telah disetujui oleh Pemberi Tugas secara memuaskan dalam waktu sembilan puluh (90) hari kalendar setelah penerimaan laporan akhir dan rekening akhir kecuali Pemberi Tugas, dalam jangka waktu sembilan puluh (90) hari tersebut, memberitahukan secara tertulis kepada Konsultan yang menyatakan secara rinci cacat di dalam Jasa Konsultasi, laporan akhir atau rekening akhir.

Konsultan harus segera setelah itu melakukan perbaikan-perbaikan yang diperlukan dan setelah perbaikan dimaksud selesai proses tadi harus diulang. Sejumlah uang yang mana Pemberi Tugas telah membayar atau harus membayar sesuai dengan Klausul ini sebagai kelebihan dari jumlah pembayaran sebenarnya sesuai dengan ketentuan-ketentuan Kontrak ini harus dikembalikan oleh Konsultan kepada Pemberi Tugas dalam waktu tiga puluh (30) hari setelah penerimaan oleh Konsultan pemberitahuan tentang hal tersebut. Adanya klaim tersebut oleh Pemberi Tugas untuk pengembalian semacam itu harus dilakukan dalam waktu dua belas (12) bulan kalender setelah penerimaan oleh Pemberi Tugas laporan akhir dan rekening akhir yang telah disetujui oleh Pemberi Tugas seperti diatas.

e. Semua pembayaran menurut Kontrak ini harus dilakukan kepada rekening Konsultan yang dinyatakan dalam PKK.

#### 7. Adil dan Jujur

#### 7.1 Jujur

Para Pihak bertanggung jawab untuk beritikad baik dengan saling menghormati hak pihak lainnya menurut Kontrak ini dan mengambil semua langkah penanggulangan yang wajar untuk menjamin perwujudan tujuan Kontrak ini.

#### 7.2 Berjalannya Kontrak

Para Pihak mengakui bahwa tidak praktis dalam Kontrak ini untuk menyiapkan segala kemungkinan yang dapat timbul pada saat berlakunya Kontrak, dan Para Pihak dengan ini menyetujui bahwa, berdasarkan keinginan mereka, pelaksanaan Kontrak ini berlaku secara adil diantara mereka dan tanpa menghilangkan kepentingan di antara mereka, dan bahwa, apabila terdapat Pihak

d. The final payment under this Clause shall be made only after the final report and a final statement, identified as such, shall have been submitted by the Consultant and approved as satisfactory by the Employer. The Services shall be deemed completed and finally accepted by the Employer and the final report and final statement shall be deemed approved by the Employer as satisfactory ninety (90) calendar days after receipt of the final report and final statement by the Employer unless the Employer, within such ninety (90) days period, gives written notice to the Consultant specifiying in detail deficiencies in the Services, the final report or final statement.

The Consultant shall thereupon promptly make any necessary correction, and upon completion of such correction, the foregoing process shall be repeated. Any amount which Employer has paid or caused to be paid in accordance with this Clause in excess of the amount actually payable in accordance with provisions of this Contract shall be reimbursed by the Consultant to the Employer within thirty (30) days after receipt by the Consultant of notice thereof. Any such claim by the Employer for reimbursement must be made within twelve (12) calendar months after receipt by the Employer of a final report and a final statement approved by the Employer in accordance with the above.

e. All payments under this Contract shall be made to the accounts of the Consultant specified in the PCC.

#### 7. Fairness and Good Faith

#### 7.1 Good Faith

The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

#### 7.2 Operation of the Contract

The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating

merasa bahwa Kontrak ini berjalan secara tidak adil, maka Para Pihak akan berusaha sebaik mungkin untuk menyetujui suatu tindakan yang mungkin diperlukan guna menghilangkan penyebab atau penyebab-penyebab dari ketidakadilan tersebut, tetapi kegagalan untuk menyetujui tindakan menurut Klausul ini tidak akan membawa pada perselisihan menuju pada arbitrase sesuai dengan PUK Klausul 8.

#### 8. Penyelesaian Perselisihan

#### 8.1 Penyelesaian Damai

Para Pihak harus menggunakan usaha terbaiknya untuk secara damai menyelesaikan semua perselisihan yang timbul dari atau berhubungan dengan Kontrak ini atau penafsirannya.

#### 8.2 Penyelesaian Perselisihan

Setiap perselisihan antara Para Pihak yang timbul atas hal-hal menurut Kontrak ini yang tidak dapat diselesaikan secara damai dalam jangka waktu tiga puluh (30) hari setelah diterimanya permintaan oleh satu Pihak atas permintaan penyelesaian damai dari Pihak lainnya yang mungkin dapat disampaikan oleh salah satu Pihak untuk penyelesaiannya sesuai dengan persyaratan yang ditetapkan dalam PKK.

unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but no failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration in accordance with Chapter GCC 8 hereof.

#### 8. Settlement of Disputes

#### 8.1 Amicable Settlement

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or the interpretation thereof.

#### 8.2 Settlement of Dispute

Any dispute between the Parties as to matters arising pursuant to this Contract which cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement in accordance with the provisions specified in the PCC.

#### III. PERSYARATAN KHUSUS **KONTRAK**

Number of GCC Clause Nomor dari Klausul dalam **PUK** 

1.4

Perubahan dan Penambahan untuk Klausulklausul dalam Persyaratan Umum Kontrak (PUK)

#### Bahasa

Perjanjian ini dibuat dalam dua bahasa vaitu bahasa Indonesia dan bahasa Inggris.

Segala pemberitahuan atau komunikasi berdasarkan atau berkaitan dengan Perianiian dibuat dalam ini akan pengaturan di bawah ini:

Laporan: Mengikuti persyaratan di dalam Kerangka Acuan Kerja dari Jasa Konsultasi ini.

- Surat formal (termasuk memo): Bahasa Inggris.
- Risalah rapat: Bahasa Inggris dan Bahasa Indonesia.
- Komunikasi lisan: Bahasa Inggris dan Bahasa Indonesia.

Dalam hal terjadi perbedaan antara Bahasa Inggris dan Bahasa Indonesia di dalam Perjanjian ini, maka Para Pihak sepakat bahwa versi dalam Bahasa Indonesia yang berlaku

#### 1.6 Pemberitahuan

1.6.1 Alamat-alamat adalah:

> Pemberi Tugas: PT Jakarta Propertindo (JakPro)

Gedung Thamrin City Lantai 1, Lobby Timur Jl. Thamrin Boulevard Jakarta 10340 Indonesia

Telepon: +62-21-29625700 : +62-21-29625708 Fax

Email

1.6.2 Konsultan: [Nama Konsultan]

> Untuk Penerima: Faksimili:

Pemberitahuan akan dianggap telah efektif

sebagai berikut: Dalam pengiriman melalui hal kurir atau surat tercatat, adalah waktu pengiriman;

III. PARTICULAR CONDITIONS OF **CONTARCT** 

Amendment of, and Supplements to, Clauses in the General Conditions of Contract (GCC)

#### Language

This Agreement shall be made in bilingual, Bahasa Indonesia and English.

All notices or communication under or in connection with this Agreement shall be made in accordance with the following requirements:

- Reports: Following the requirements stipulated in the Terms of References of this Services.
- Formal letters (including any memoranda): English.
- Minutes of Meeting: English and Bahasa Indonesia.
- **Verbal Communications** English and Bahasa Indonesia.

In the event of any conflict between English version and Bahasa Indonesia version of this Agreement, the Parties agree for the Indonesia language version to prevail.

#### **Notices**

The addresses are:

Employer: PT Jakarta Propertindo (JakPro)

Gedung Thamrin City Lantai 1, Lobby Timur Jl. Thamrin Boulevard Jakarta 10340 Indonesia

Telepon: +62-21-29625700 : +62-21-29625708 Fax

Email

Consultant: [Name of Consultant]

Attentions: Facsimile:

Notice will be deemed to be effective as follows:

a. In the case of personal delivery or registered mail, on delivery;

b. Dalam hal faksimili, dua puluh empat jam (24 jam) adalah jam setelah transmisi dikonfirmasi.

## 1.8 Wakil Anggota Yang Berwenang Perwakilan Anggota adalah [nama anggota].

#### 1.9 Wakil Sah

Wakil-wakil sah adalah:

Untuk Pemberi Tugas:

Untuk Konsultan (Manajer Proyek):

#### 1.10 Pajak dan Bea

Pemberi meniamin bahwa Tugas Konsultan, Subkonsultan, dan Personil akan dibebaskan dari, atau sebaliknya Pemberi Tugas harus membayar atas nama Konsultan. Subkonsultan Personil (dalam hal mana, Konsultan, Subkonsultan, dan Personil wajib memberitahukan kepada Pemberi Tugas pembebanan sebagaimana atas disebutkan dibawah ini), setiap, bea, biaya, cukai, dan pembebanan lainnya menurut Hukum Yang Berlaku (termasuk setiap denda pajak sehubungan dengan PPN), pada Konsultan, Subkonsultan, dan Personil berkenaan dengan:

- a. Setiap pembayaran apapun yang dilakukan kepada Konsultan, Subkonsultan, dan Personil (selain dari warga negara Pemberi Tugas atau bertempat tinggal tetap di Indonesia), berhubungan dengan pelaksanaan Jasa Konsultasi;
- Setiap pembayaran apapun yang dilakukan kepada Konsultan, Subkonsultan, dan Personil (selain dari warga negara Pemberi Tugas atau bertempat tinggal tetap di Indonesia), berhubungan dengan pelaksanaan Jasa Konsultasi;
- Setiap pembayaran apapun yang dilakukan kepada Konsultan, Subkonsultan, dan Personil (selain dari warga negara Pemberi Tugas atau bertempat tinggal tetap di Indonesia), berhubungan dengan pelaksanaan Jasa Konsultasi;
- d. Setiap hak milik yang dibawa ke dalam wilayah Indonesia oleh Konsultan, Subkonsultan, atau

b. In the case of facsimiles, twenty-four (24 hours) following confirmed transmission.

#### **Authority of Member in Charge**

The Member in Charge is [name of member].

#### **Authorized Representative**

The Authorized Representatives are:

For the Employer:

For the Consultant (Project Manager):

#### **Taxes and Duties**

Employer warrants that the Consultant, the Subconsultants, and the Personnel shall be exempted from, or otherwise the Employer shall pay on behalf of the Consultant, Subconsultants, and Personnel (in which case, the Consultant, Subconsultants, and the Personnel shall inform the Employer on any imposition as prescribed below), value added tax (VAT), any duties, fees, levies and other impositions imposed, pursuant to and under the Applicable Law (including any tax penalties imposed to the VAT), on the Consultant, the Subconsultants, and the Personnel in respect of:

- Any payments whatsoever made to the Consultant, Subconsultants, and the Personnel (other than nationals of the Employer or permanent residents of Indonesia), in connection with the carrying out of the Services;
- Any payments whatsoever made to the Consultant, Subconsultants, and the Personnel (other than nationals of the Employer or permanent residents of Indonesia), in connection with the carrying out of the Services;
- c. Any payments whatsoever made to the Consultant, Subconsultants, and the Personnel (other than nationals of the Employer or permanent residents of Indonesia), in connection with the carrying out of the Services;
- d. Any property brought into Indonesia by the Consultant, any Subconsultans, or the Personnel (other than nationals of

Personil (selain dari warga negara Indonesia atau bertempat tinggal tetap di Indonesia), untuk penggunaan pribadi dan yang nantinya akan dibawa disaat keberangkatan mereka dari Indonesia, asalkan:

- Konsultan, Subkonsultan, dan Personil, harus mengikuti prosedur kepabeanan yang biasa dilakukan oleh Pemberi Tugas dalam memasukan hak milik ke dalam wilayah Indonesia; dan
- (ii) Jika Konsultan, Subkonsultan, atau Personil. lebih memilih untuk menyelesaikan miliknya Indonesia setelah mana bea dan paiak atas barang tersebut telah dibebaskan. Konsultan. Subkonsultan. atau Personil. sebagaimana halnya (i) akan menanggung bea dan pajak sesuai dengan peraturan yang berlaku di Indonesia, atau (ii) akan membayar penggantian kepada Pemberi Tugas jika telah dibayar oleh Pemberi Tugas pada waktu hak milik tersebut dibawa ke dalam wilayah Indonesia.

#### 2.1 Pemberlakuan Kontrak

Persyaratan untuk mulai berlakunya kontrak:

a. Pemberitahuan Pemberi Tugas kepada Konsultan untuk memulai Jasa Konsultasi

## 2.2 Pengakhiran Kontrak untuk Kegagalan Mulai Berlaku

Jangka waktu adalah maksimal tiga (3) bulan.

#### 2.3 Dimulainya Jasa Konsultasi

Jangka waktu adalah maksimal satu (1) bulan sejak Tanggal Berlaku Kontrak.

#### 2.4 Masa Berakhirnya Kontrak

Jangka waktu adalah sepuluh (10) bulan sejak dimulainya Jasa Konsultasi.

#### 3.4 Pertanggungjawaban Konsultan

Pembatasan pertanggungjawaban Konsultan kepada Pemberi Tugas:

 Kecuali dalam hal ini kelalaian atau kesengajaan pada bagian Konsultan atau pada bagian orang atau perusahaan bertindak atas nama Indonesia or permanent residents of Indonesia) for their personal use and which will subsequently be withdrawn there from by them upon their respective departure from Indonesia, provided that:

- (i) The Consultant, Subconsultants, and Personnel, shall follow the usual customs procedures of the Employer in importing property into Indonesia; and
- (ii) If the Consultant, Subconsultants, or Personnel, prefer to dispose of any property in Indonesia upon which customs duties and taxes exempted. been Consultant. Subconsultants. Personnel, as the case may be. (i) shall bear such customs duties and taxes in conformity with the regulations prevailed in Indonesia, or (ii) shall reimburse them to the Employer if they were paid by the Employer at the time the property in question was brought into Indonesia.

#### **Effectiveness of Contract**

Effectiveness conditions of the Contract:

 Employer's notice to the Consultant to commence the Services.

## Termination of Contract for Failure to Become Effective

The maximum time period shall be three (3) months.

#### **Commencement of Services**

Maximum time period shall be one (1) month from Effective Date.

#### **Expiration of Contract**

The time period shall be ten (10) months from Commencement of Services.

#### **Liability of the Consultant**

Limitation of the Consultant's liability towards the Employer:

 Except in case of gross negligence or willful misconduct on the part of the Consultant or on the part of any person or firm acting on behalf of the Konsultan dalam melaksanakan Jasa Konsultasi, Konsultan, dengan mempertimbangkan pada kerusakan oleh Konsultan pada milk Pemberi Tugas, tidak dikenakan pertanggungjawaban:

- (i) untuk setiap kehilangan atau kerusakan yang tidak langsung atau sebagai akibat; dan
- (ii) untuk setiap kehilangan atau langsung kerusakan yang melampaui (A) keseluruhan pembayaran pada upah professional dan penggantian pengeluaran yang dibayarkan atau diharapkan untuk dibayarkan kepada Konsultan tersebut disini. atau (B) perolehan Konsultan yang mungkin berhak menerima dari setiap asuransi yang dikelola oleh Konsultan untuk menutup pertanggung jawaban tersebut, bergantung mana diantara (A) atau (B) yang lebih besar.
- b. Pembatasan pertanggungjawaban ini tidak boleh mempengaruhi pertanggungjawaban Konsultan, bila ada, untuk kerusakan pada Pihak Ketiga yang disebabkan oleh Konsultan atau setiap orang atau perusahaan yang bertindak atas nama Konsultan dalam melaksanakan Jasa Konsultasi.

## 3.5 Asuransi yang harus Ditanggung oleh Konsultan

Resiko-resiko dan pertanggungan adalah seperti berikut:

- Pertanggungan asuransi kendaraan bermotor Pihak Ketiga sehubungan pemakaian kendaraan dengan bermotor di Indonesia oleh Konsultan atau Personilnya atau Subkonsultan atau Personilnya, pertanggungan minimal sebesar Rp. 1.000.000.000 (satu miliar rupiah);
- Pertanggungan asuransi Pihak Ketiga, dengan penutupan minimal sebesar Rp. 500.000.000 (lima ratus juta rupiah);
- Pertanggungan asuransi professional, dengan penutupan minimal sebesar Rp. 500.000.000 (lima ratus juta rupiah);

Consultant in carrying out the Service, the Consultant, with respect to damage caused by the Consultant to the Employer's property, shall not be liable to the Employer:

- (i) for any indirect or consequential loss or damage; and
- (ii) for any direct loss or damage that exceeds (A) the total payments for professional fees and reimbursable expenditures made or expected to be made to the Consultant hereunder, or (B) the proceeds the Consultant may be entitled to receive from any insurance maintained by the Consultant to cover such a liability, whichever of (A) or (B) is higher.
- b. This limitation of liability shall not affect the Consultant's liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services.

## Insurance to be taken out by Consultant

The risks and the coverage shall be as follows:

- a. Third Party motor vehicle liability insurance in respect of motor vehicles operated in Indonesia by the Consultant or their Personnel or any Subconsultants or their Personnel, with a minimum coverage of Rp. 1,000,000,000 (one billion rupiahs);
- b. Third Party liability insurance, with a minimum coverage of Rp. 500,000,000 (five hundred million rupiahs);
- c. Professional liability insurance, with a minimum coverage of Rp. 500,000,000 (five hundred million rupiahs);

- d. Pertanggungan asuransi Pemberi Tugas dan kompensasi tenaga kerja berkenaan dengan Personil Konsultan dan Subkonsultan, sesuai dengan ketentuan yang relevan dari Hukum Yang Berlaku, demikian pula dengan asuransi jiwa, kesehatan, kecelakaan, perjalanan atau asuransi lainnya berkenaan dengan Personil dimaksud yang sesuai; dan
- e. Asuransi terhadap kehilangan atau kerusakan pada (i) peralatan yang dibeli secara utuh atau sebagian dengan dana yang disediakan menurut Kontrak ini, (ii) hak milik Konsultan yang digunakan dalam melaksanakan Jasa Konsultasi, dan (iii) setiap dokumen yang disiapkan Konsultan dalam melaksanakan Jasa Konsultasi.
- d. Employer's liability and workers' compensation insurance in respect of the Personnel of the Consultant and of any Subconsultants, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; and
- e. Insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultant's property used in the performance of the Service, and (iii) any documents prepared by the Consultant in the performance of the Services,

## 3.6 Pembukuan, Pemeriksaan dan Pengauditan

Dasar untuk perubahan waktu dan biaya sehubungan dengan PUK Klausul 3.6 harus berdasarkan pernyataan Konsultan sesuai dalam PKK Klausul 6.2.b

# 3.9 Dokumen yang Disiapkan Konsultan yang Menjadi Hak Milik Pemberi Tugas Konsultan tidak boleh menggunakan dokumen tersebut untuk tujuan yang tidak berhubungan dengan Kontrak ini tanpa persetujuan tertulis sebelumnya dari Pemberi Tugas.

#### 4.6 Pimpinan Proyek

Orang yang ditunjuk sebagai Pimpinan Proyek dalam PKK Klausul 1.9 dan Apendiks C harus bertanggung jawab dalam kapasitas seperti yang dinyatakan dalam PUK Klausul 4.6.

#### 6.1 Perkiaraan Biaya, Plafon

6.1.b. Plafon dalam Mata Uang Dalam Negeri adalah:
[jumlah]

#### 6.2 Remunerasi dan Pengantian Pengeluaran

6.2.a. Pembayaran untuk remunerasi yang dilakukan sesuai dengan Klausul PUK 6.2.a dan/atau Rupiah Indonesia akan disesuaikan seperti berikut:

## Accounting, Inspection and Auditing

The bases for time changes and costs referred to in Clause GCC 3.6 shall refer to the bases of the Consultant's representations referred to in Clause PCC 6.2.b.

## Document Prepared by the Consultant to be the Property of the Employer

The Consultant shall not use these documents for purposes unrelated to this Contract without obtain prior written approval of the Employer.

#### **Project Manager**

The person designated as Project Manager in Clause PCC 1.9 and Appendix C shall serve in that capacity, as specified in Clause GCC 4.6.

#### **Cost Estimates, Ceiling Amount**

The ceiling in Local Currency is: [amount]

## Remuneration and Reimbursable Expenditures

Payments for remuneration made in accordance with Clause GCC 6.2.a Indonesian Rupiah currency shall be adjusted as follows:

(ii) Remunerasi yang dibayarkan dalam Rupiah Indonesia menurut harga satuan yang ditetapkan dalam Apendiks H harus disesuaikan setiap dua belas (12) bulan (dan, kali yang pertama, akan merubah remunerasi yang diterima pada bulan kalender ke tiga belas (13) setelah tanggal Kontrak) dengan menggunakan rumus berikut:

## $R_1 = \underbrace{R_{10} \times I_1}_{I_{10}}$

Dimana R<sub>1</sub> adalah remunerasi yang telah disesuaikan, R<sub>lo</sub> adalah remunerasi dibavarkan yang harga berdasarkan satuan yang ditetapkan dalam Apendiks H untuk remunerasi yang dibayarkan dalam Rupiah Indonesia, I<sub>I</sub> adalah indeks resmi untuk gaji di Indonesia untuk penyesuaian bulan pertama diharapkan terjadi, dan I10 adalah indeks resmi untuk gaji di Indonesia untuk bulan tanggal Kontrak.

(ii) Remuneration paid in Indonesia Rupiah pursuant to the rates set forth in Appendix H shall be adjusted every twelve (12) months (and, the first time, with effect for the remuneration earned in the 13<sup>th</sup> calendar month after the date of the Contract) by applying the following formula:

$$R_1 = \underbrace{R_{10} \times I_1}_{I_{10}}$$

Where  $R_1$  is the adjusted remuneration,  $R_{lo}$  is the remuneration payable on the basis of the rates set forth in Appendix H for remuneration payable in Indonesia Rupiah,  $I_l$  is the official index for salaries in Indonesia for the first month for which the adjustment is to have effect and,  $I_{lo}$  is the official index for salaries in Indonesia for the month of the date of the Contract.

6.2.b (i)

Telah dimengerti (i) bahwa harga satuan remunerasi harus mencakup (A) gaji dan tunjangan sebagaimana disetujui Konsultan untuk dibayarkan kepada Personil demikian pula faktor-faktor untuk biaya sosial dan overhead berdasarkan biaya rataratanya Konsultan, sebagaimana dibuktikan oleh Konsultan melalui laporan keuangan tiga (3) tahun pajak terakhir yang telah diaudit. Audit payroll bagi setiap Personil terlampir dalam Apendiks J Kontrak ini, (B) biaya penunjang dari staf di kantor di negara asal Konsultan tidak dimasukkan dalam daftar Personil dalam **Apendiks** C, dan (C) pendapatan Konsultan, (ii) bahwa bentuk bonus dan pembagian keuntungan tidak boleh menjadi elemen overhead, (iii) bahwa harga satuan yang dinyatakan untuk orang yang belum ditunjuk akan bersifat 1. It is understood (i) that remuneration rates shall cover (A) such salaries and allowances as the Consultant shall have agreed to pay to the Personnel as well as factors for social expenses and overhead costs based on the Consultant's average costs, as represented by audited financial statements of Consultant's last three (3) fiscal years. The audit payroll for each personnel is attached in Appendix J of this Contract, (B) the cost of backstopping by home office staff not included in the Personnel listed in Appendix C, and (C) the Consultant's fee, (ii) that bonuses or other means of profitsharing shall not be allowed as an element of overhead, (iii) that any rates specified for personnel not yet appointed shall be provisional and shall be subject to revision, with the written approval of the Employer, once

tetap dengan persetujuan tertulis dari Pemberi Tugas, sesaat ketika gaji dan tunjangan yang berlaku diketahui.

- Remunerasi untuk jangka waktu kurang dari satu bulan akan dihitung dalam basis jam untuk waktu sebenarnya yang konsultan gunakan untuk di Negara asal dan terkait langsung untuk Jasa Konsultasi (satu jam sama dengan 1/240 bulan) dan dalam basis hari kalender untuk waktu yang digunakan diluar kantor negara asal (satu hari sama dengan 1/30 bulan).
- 3. Harga satuan remunerasi telah disetujui berdasarkan pada pernyataan yang dibuat oleh Konsultan pada saat negosiasi Kontrak ini sehubungan dengan biaya dan pembebanan Konsultan menurut ayat (1) dari Klausul PKK 6.2.b (i) ini sebagaimana pernyataan tersebut diperjelas dalam Appendiks M "Berita Acara Negosiasi" tertanggal [isi dalam rangkuman tanggalnya] negosiasi yang dimaksud.

Jika pernyataan tersebut diketemukan oleh Pemberi Tugas (apakah melalui pemeriksaan atau audit sebagaimana menurut PUK Klausul 3.6 atau melalui cara lain) secara nyata tidak lengkap atau tidak akurat. Pemberi Tugas berhak untuk melakukan perbaikan yang sesuai pada harga satuan remunerasi terkait pernyataan yang tidak lengkap atau tidak akurat tersebut. Setiap perubahan akan dan, berlaku surut dalam hal remunerasi telah dibayarkan oleh Pemberi Tugas sebelum adanya modifikasi dimaksud, (i) Pemberi Tugas harus berhak untuk mengurangi adanya kelebihan pembayaran pembayaran terhadap bulan mendatang pada Konsultan, atau (ii) jika tidak ada pembayaran selanjutnya yang harus dilakukan oleh Pemberi Tugas kepada Konsultan, Konsultan harus mengganti adanya kelebihan pembayaran dalam waktu tiga puluh (30) hari sejak penerimaan tuntutan tertulis dari Pemberi Tugas. Tuntutan seperti itu oleh Pemberi Tugas untuk remunerasi harus dilakukan dalam dua belas (12) bulan kalender setelah penerimaan oleh Pemberi Tugas suatu laporan akhir dan pernyataan akhir the applicable salaries and allowances are known.

- Remuneration for periods of less than one month shall be calculated on the hourly basis for actual time spent in the Consultant's home office and directly attributable to the Services (one hour being equivalent to I/240<sup>th</sup> of a month) and on a calendar-day basis for time spent away from home office (one day being equivalent to 1/30<sup>th</sup> of a month).
- 3. The remuneration rates have been agreed upon based οn the representations made by the Consultant during the negotiation of the Contract with respect to the costs and charges Consultant's referred PCC 6.2.b (i) under Appendix N "Official Report for Negotiation" dated [Fill in the date] at the conclusion of such negotiation.

Should these representations be found by the Employer (either through inspections or audits pursuant to Clause GCC 3.6 hereof or through other means) to be materially incomplete or inaccurate, the Employer be entitled to introduce appropriate modifications in remuneration rates affected by such materially incomplete or inaccurate representations. Any such modification shall have retroactive effect and, in case remuneration has already been paid by the Employer before any such modification, (i) the Employer shall be entitled to offset any excess payment against the next monthly payment to the Consultant, or (ii) if there are no further payments to be made by the Employer to the Consultant, the Consultant shall reimburse to the Employer any excess payment within thirty (30) days of receipt of a written claim of the Employer. Any such claim by the Employer for reimbursement must be made within twelve (12) calendar months after receipt by the Employer of a final report and a final statement approved by the Employer in accordance with Clause GCC 6.4.d of this Contract.

sesuai dengan PUK Klausul 6.4.d dalam Kontrak ini.

6.2.b (ii)

Harga satuan untuk Personil internasional ditetapkan dalam Apendiks G dan harga satuan untuk Personil nasional, dalam Apendiks H.

The rates for International Personnel are set forth in Appendix G and the rates for National Personnel, in Appendix H.

#### 6.3 Mata Uang Pembayaran

#### 6.3.a Mata Uang untuk pembayaran adalah: Rupiah Indonesia.

### The currency for payments shall be the

**Currency of Payment** 

Remunerasi untuk Personil luar negeri akan dilakukan dalam mata uang local dan remunerasi untuk personil dalam negeri akan dilakukan dalam mata uang following: Indonesian Rupiah.

6.3.b (i) dalam negeri.

Remuneration for foreign Personnel shall paid in Local Currency remuneration for local Personnel shall be paid in Local Currency.

6.3.b (iii) Panggantian pengeluaran dalam Mata Uang Dalam Negeri adalah sebagai berikut:

The reimbursable expenditures in Local Currency shall be the following:

Biaya pengeluaran setempat sebagai berikut:

akomodasi Transportasi setempat, kantor, fasilitas penginapan, layanan penginapan, jasa subkontrak, pengujian tanah, sewa peralatan, pasokan, utilitas dan biaya komunikasi yang timbul di Indonesia, semuanya bila dan sejauh diperlukan untuk tujuan Jasa Konsultasi, pada harga satuan yang dinyatakan dalam Apendiks H;

- b. Biaya peralatan, bahan dan pasokan setempat yang dibeli di Indonesia seperti dinyatakan dalam Apendiks H;
- Biaya Mata Uang Dalam Negeri untuk subkontrak yang diperlukan untuk Jasa Konsultasi dan disetujui secara tertulis oleh Pemberi Tugas;
- d. Suatu biaya tambahan dalam Mata Uang Dalam Negeri untuk barangbarang yang didapatkan secara wajar sebagaimana telah disetujui oleh para Pihak menurut ketentuan PUK Klausul 6.1.c; dan
- Biaya lainnya vang mungkin diperlukan Konsultan untuk tujuan

a. The cost of the following locally procured items:

- transportation, office Local accommodations, camp facilities. camp services. subcontracted testing, services, soil equipment rentals. supplier, utilities and communication charges arising in the Indonesia, all of which if and to the extent required for the purpose of the Services, at rates specified Appendix H;
- b. The cost of equipment, materials and supplies to be procured locally in the Indonesia as specified Appendix H;
- The Local Currency cost of any subcontract required for the Services and approved in writing by the Employer;
- d. Any such additional payments in Local Currency for properly procured items as the Parties may have agreed upon pursuant to the provisions of Clause GCC 6.1.c; and
- The cost of such further items as may be required by the Consultant for

Jasa Konsultasi seperti yang disetujui secara tertulis oleh Pemberi Tugas.

the purpose of the Services, as agreed in writing by the Employer.

#### 6.4 Cara Penagihan dan Pembayaran

6.4.a Ketentuan berikut akan diterapkan pada pembayaran uang muka dan garansi pembayaran uang muka:

- a. Jumlah maksimum dari total uang muka yang dibayarkan kepada Konsultan tidak akan melebihi 15% (lima belas persen) dari harga Kontrak;
- b. Pembayaran uang muka [sejumlah] Mata Uang Dalam Negeri akan dilakukan oleh Pemberi Tugas kepada Konsultan dalam waktu enam puluh (60) hari setelah Tanggal Berlaku. Pembayaran uang muka tersebut dilakukan akan oleh Konsultan secara proposional terhadap setiap tagihan atas penyelesaian Jasa Konsultansi selama sepuluh (10) bulan, dimana penyelesaian atas pembayaran uang muka tersebut akan dikurangi dari setiap pembayaran atas tagihan yang dibayar oleh Pemberi Tugas dengan nilai tetap 15% (lima belas persen) hingga seluruh pengurangan tersebut mencapai nilai yang sama dengan pembayaran atas uang muka tersebut; dan
- Garansi Bank harus dalam jumlah dan mata uang untuk pembayaran uang muka bagian mata uang [Rupiah] dari uang muka;
- 6.4.b Rekening-rekening adalah:
  Untuk Mata Uang Dalam Negeri
  [masukkan rekening]

#### 8.2 Penyelesaian Perselisihan

Perselisihan akan diselesaikan melalui arbitrase dengan ketentuan sebagai berikut:

Pemilihan Arbitrase
 Setiap perselisihan yang diserahkan satu Pihak kepada arbitrase akan didengar oleh seorang arbiter atau suatu panel arbiter yang terdiri dari tiga arbiter, sesuai dengan ketentuan berikut:

#### Mode of Billing and Payment

The following provisions shall apply to the advance payment and the advance payment guarantee:

- The maximum amount of the total advance payment paid to the Consultant shall not exceed 15% (fifteen percent) of the Contract price
- b. An advance payment of [amount] in Local Currency shall be made by the Employer to the Consultant within sixty (60) days after the Effective Date. The advance payment will be set off by the Consultant proportionally on every invoice upon the completion of the Services for sepuluh (10) months, and the settlement of such advance payment shall be deducted from any settlement of invoices made by the Employer with flat rate of 15% (fifteen percent) until such deduction reach the full payment of the advance payment; and
- Bank Guarantee shall be in the amount and in the currency of the [Rupiah] currency portion of the advance payment;

The Accounts are: For Local Currency [insert account]

#### **Settlement of Dispute**

Dispute shall be settled by arbitration in accordance with the following provisions:

Selection of Arbitrators
 Each dispute submitted by a Party to arbitration shall be heard by sole arbitrator or an arbitration panel composed of three arbitrators, in accordance with the following provisions:

- Jika para Pihak setuju bahwa perselisihan adalah mengenai masalah teknis, mereka dapat menyepakati untuk menunjuk seorang arbiter tunggal atau, dalam hal gagal bersepakat untuk menentukan arbiter tunggal dimaksud dalam waktu tiga puluh (30) hari setelah penerimaan oleh Pihak lain tentang usulan nama yang ditunjuk oleh Pihak yang memulai bertindak, salah satu Pihak dapat meminta [Singapore National Arbitration Center, Singapore/Badan Arbitrase Nasional Indonesia (BANI). Jakartal untuk daftar tidak kurang lima calon dan. pada penerimaan daftar dimaksud, para Pihak harus secara bergantian mencoret nama darinya, dan calon yang tertinggal pada daftar akan menjadi seorang arbitrator untuk masalah dalam perselisihan. Jika calon yang tertinggal dimaksud dalam waktu enam puluh (60) hari setelah tanggal dalam daftar belum dapat ditentukan dengan cara ini, Ketua [Singapore National Arbitration Center/Badan Arbitrase Nasional Indonesia (BANI)] akan menunjuk, setelah permintaan salah satu Pihak dan dari daftar tersebut atau selain itu, seorang arbiter tunggal untuk masalah dalam perselisihan;
- b. Jika para Pihak tidak setuju perselisihan adalah mengenai masalah teknis, Pemberi Tugas Konsultan masing-masing dan akan menunjuk seorang arbiter, tersebut kedua arbiter bersama-sama akan menunjuk arbiter ketiga, yang akan mengetuai panel arbitrase. Jika arbiter yang disebut para Pihak tidak berhasil menunjuk arbiter ketiga dalam waktu tiga puluh (30) setelah surat yang menyatakan kedua arbiter yang disebut para Pihak telah ditunjuk. arbitrator ketiga akan. atas permintaan salah satu Pihak, ditunjuk oleh [Singapore National Arbitration Center. Singapore/Badan Arbitrase Nasional Indonesia (BANI), Jakartal:
- Where the Parties agree that the dispute concerns a technical matter they may agree to appoint a sole arbitrator or, failing agreement on the identity of such sole arbitrator within thirty (30) days after receipt by the other Party of the proposal of a name for such an appointment by the Party who initiated the proceedings, either Party may apply [Singapore National Arbitration Center. Singapore/Badan Nasional Arbitrase Indonesia (BANI), Jakatrta] for a list of not fewer than five nominees and, on receipt of such list, the Parties shall alternately strike names therefrom, and the last remaining nominee on the list shall be the sole arbitrator for the matter in dispute. If the last remaining nominee has not been determined in this manner within sixty (60) days of the date of the list, chairman of [Singapore National Arbitration Center/Badan Arbitrase Nasional Indonesia (BANI)] shall appoint, upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute:
- Where the Parties do not agree dispute concerns that the technical matter, the Employer and the Consultant shall each appoint one arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the arbitrators named by the Parties do not succeed in appointing a third arbitrator within thirty (30) days after the latter of the two arbitrators named by the Parties has been appointed, the third arbitrator shall, at the request of either Party, be appointed by [Singapore National Arbitration Singapore/Badan Center, Arbitrase Nasional Indonesia (BANI), Jakatrta];

Jika, sebuah perselisihan menurut PKK Klausul 8.2.1.b, satu Pihak gagal menunjuk arbitratornya dalam waktu tiga puluh (30) hari setelah Pihak lainnya telah menunjuk arbiter, Pihak yang telah menetapkan arbiter dapat meminta kepada [Singapore National Arbitration Center. Singapore/Badan Arbitrase Nasional Indonesia (BANI). Jakatrta] agar menunjuk seorang arbiter untuk masalah dalam perselisihan, dan arbiter yang dituniuk permintaan menurut dimaksud akan menjadi arbiter tunggal untuk perselisihan dimaksud.

#### 2. Aturan-aturan Prosedural

Peraturan prosedur arbitrase harus berdasarkan "Rules of Conciliation and Arbitration" yang disiapkan oleh International Chamber of Commerce rules.

#### 3. Arbitrator Pengganti

Jika karena suatu alasan seorang arbiter tidak dapat melaksanakan fungsinya, pengganti harus ditunjuk dengan cara yang sama seperti arbiter pertama.

#### 4. Kebangsaan dan Kualifikasi Arbiter

Seorang arbiter tunggal berdasarkan paragraf a. dalam Klausul PKK 8.2.1 atau arbiter ketiga yang ditunjuk berdasarkan paragraf b. dalam Klausul PKK 8.2.1 harus secara internasional diakui sah atau ecara teknis ahli dengan pengalaman yang luas berkenaan dengan masalah yang diperselisihkan dan bukan warga negara dari negara asal Konsultan atau dari negara Pemberi Tugas. Untuk maksud Klausul ini, "negara asal" berarti satu dari:

- Negara tempat pembentukan Konsultan atau setiap anggotaanggotanya atau Pemberi Tugas; atau
- Negara atau tempat bisnis utama Konsultan atau setiap anggotaanggotanya atau Pemberi Tugas berada; atau

If, in a dispute subject to Clause PCC 8.2.1.b, one Party fails to appoint its arbitrator within thirty (30) days after the other Party has appointed its arbitrator, the Party which has named an arbitrator may apply to [Singapore National Arbitration Center, Singapore/Badan Arbitrase Nasional Indonesia (BANI), Jakatrta] to appoint a sole arbitrator for the matter in dispute, and the arbitrator appointed pursuant to such application shall be the sole arbitrator for that dispute.

#### 2. Rules of Procedure

The rules of arbitration proceedings shall be based on the "Rules of Conciliation and Arbitration" prepared by the International Chamber of Commerce rules.

#### 3. Substitute Arbitrators

If for any reason an arbitrator is unable to perform his function, a substitute shall be appointed in the same manner as the original arbitrator.

## 4. Nationality and Qualifications of Arbitrators

The sole arbitrator pursuant to paragraphs a. of Clause PCC 8.2.1 or the third arbitrator appointed pursuant to paragraphs b. of Clause PCC 8.2.1 hereof shall be an internationally recognized legal or technical expert with extensive experience in relation to the matter in dispute and shall not be a national of the Consultant's home country nor of the Employer's. For the purposes of this Clause, "home country" means any of:

- The country of incorporation of the Consultant or of any of their Members or the Employer; or
- The country in which the Consultant's or any of their Members' or the Employer's principal place of business of located; or

- Negara dengan kebangsaan mayoritas para pemegang saham Konsultan atau setiap anggotanya atau Pemberi Tugas; atau
- d. Negara dengan kebangsaan Subkonsultan terkait, bila perselisihan melibatkan suatu subkontrak.
- Ketentuan Lain-lain
   Dalam setiap tindakan arbitrase dibawah ini:
  - a. Tindakan hukum harus terkecuali disetujui lain oleh para Pihak, dilaksanakan di [Singapore/Jakarta];
  - b. Bahasa Inggris menjadi bahasa resmi untuk semua maksud; dan
  - c. Keputusan arbiter tunggal atau mayoritas arbiter (atau arbiter ketiga jika tidak ada mayoritas arbiter) bersifat final dan mengikat dan akan berlaku di pengadilan dengan yurisdiksi yang kompeten, dan para Pihak dengan ini membebaskan setiap keberatan atau klaim kekebalan dalam hal penegakan hukum tersebut.

- The country of nationality of a majority of the Consultant's or of any Members or the Employer's shareholders; or
- d. The country of nationality of the Subconsultant concerned, where the dispute involves a subcontract.
- 5. Miscellaneous

In any arbitration proceeding hereunder:

- a. Proceedings shall, unless otherwise agreed by the Parties, be held in [Singapore/Jakarta];
- The English language shall be the official language for all purposes; and
- c. The decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.

Model Form 1 Consultant's Representations Regarding Costs and Charges See Clause PCC 6.2.b (i)

Note: Make one table for each currency

Consulting Firm:
Assignment: Date:

Country:

We hereby confirm that (a) the basic salaries indicated below are taken from the firm's payroll records and reflect the current salaries of the staff members listed which have not been raised other than within the normal annual salary increase policy as applied to all the firm's staff; (b) attached are true copies of the latest salary slips of the staff members listed; (c) the field allowances indicated below are those that the Consultant has agreed to pay for this assignment to the staff members listed; (d) the factors listed below for social charges and overhead are based on the firm's average cost experiences for the latest three years as represented by the audited firm's financial statements; and (e) said factors for overhead and social charges do not include any bonuses or other means of profit-sharing.

#### (Expressed in [name of currency])

Name	Position	Basic Salary per Working	Social Charges <sup>1</sup>	Overhead	Overseas/Field Allowance
		Month/Day/Year	(b)	(c)	(d)
etc.					

[Name of Consulting Firm]		
Signature of Authorized Representative	Date	
Name: Title:	-	

**Note:** For field staff use Basic Salary per Working Month; for home office staff, Basic Salary per Working Day or Hour. For field staff, also fill in Field Allowance, if any. This form (and the one on the next page) should not be part of the signed Contract but should be executed by the Consultant separately. See Notes in Clause PCC 6.2.b (i)

98

Expressed as a percentage of (a)

Breakdov	vn of Agreed	Fixed Rates in Consul	tant's Contrac	ct					
See Note	s of Form on	preceding page and to	o Clause PCC	6.2.b (i)					
Note:	Make one tal	ble for each currency							
		at we have agreed to ble) indicated below:	pay to the sta	aff members li	isted, who wil	ll be involve	d in this assigi	nment, the basic salar	ries and field
			(	Expressed in [	name of curre	ency])			
Name	Position	Basic Salary per Working Month/Day/Year (a)	Social Charges <sup>1</sup> (b)	Overhead (c)	Subtotal (d)	Fee <sup>2</sup>	Overseas/ Field Allowance (f)	Agreed Fixed Rate per Working Month/Day/Hour (g)	Agreed Fixed Rate (h)
etc.		,	,		,				
etc.									
Signature			_	Date					
Name: Title:									

Model Form II

Expressed as a percentage of (a)
Expressed as a percentage of (d)

#### IV. APPENDICES

#### **Appendix A - Description of the Services**

Please refer to Term of Reference (TOR).

#### **Appendix B - Reporting Requirements**

Please refer to Term of Reference (TOR).

#### AppendixC - Personnel of Expert, and Subconsultants

- List under: C-1 Titles (and names, if already available), detailed job descriptions and minimum qualifications of foreign Personnel of Expert to be assigned to work in Indonesia, and staff-months for each.
  - C-2 Same information as C-1 for local Personnel of Expert.
  - C-3 Same as C-1 for Personnel of Expert to be assigned to work outside Indonesia.
  - C-4 List of approved Subconsultants (if already available); same information with to their Personnel as in C-1 through C-3.

#### Appendix D - Medical Certificate

Show here an acceptable form of medical certificate for foreign Personnel to be stationed in Indonesia.

#### **Appendix E - Hours of Work for Personnel of Expert**

List here the man-hours of work for Personnel of Expert; travel time to and from Indonesia for foreign Personnel of Expert (Clause GCC 4.4.a); entitlement, if any, to overtime pay, sick leave pay, vacation leave pay, etc.

#### Appendix F - Duties of the Employer

Please refer to Term of Reference (TOR).

#### **Appendix G - Cost Estimates in Local Currency**

List hereunder cost estimates in Local Currency:

- 1. Monthly rates for local Personnel:
- 2. Reimbursable expenditures:
  - (a) Per diem rates for subsistence allowance for foreign short-term Personnel, plus estimated totals:
  - (b) Living allowances for long-term foreign Personnel, plus estimated totals;
  - (c) Cost of local transportation;
  - (d) Cost of other local services, rentals, utilities, etc.

#### Appendix H - Form of Bank Guarantee for Advance Payments

Issuance date:

BG No.:

To: PT Jakarta Propertindo (JakPro)

Gedung Thamrin City Lantai 1, Lobby Timur

Jl. Thamrin Boulevard, Jakarta 10340, Indonesia

Name of Contract: Contract for Consultant Feasibility Study, Funding Scheme, and Basic Engineering Design LRT Jakarta

Gentleman,

In accordance with the provisions of Clauses GCC 6.4.a and PCC 6.4.a of the above-mentioned Contract (hereinafter called "the Contract"), [name and address of Consultant] (hereinafter called

"the Consultant") shall submit to PT Jakarta Propertindo (JakPro) a bank guarantee as the security to guarantee their proper and faithful performance under the said provisions of the Contract and the receiving of an advance payment by the Consultant in an amount of *[amount of Guarantee]*, *[amount of Guarantee]*, of Guarantee in words]1

We, the [bank or financial institution] with our registered office at [insert address], as instructed by the Consultant, agree unconditionally and irrevocable to guarantee as primary obligor and not as Surety merely, the payment to PT Jakarta Propertindo (JakPro) on his first demand in writing stating that the Consultant has failed to perform his obligation under the Contract without whatsoever right of objection on our part and without PT Jakarta Propertindo (JakPro) first claim to the Consultant, in the amount not exceeding [amount of Guarantee], [amount of Guarantee in words].

We further agree that no change or addition to or other modification of the terms of the Contract which may be made between PT Jakarta Propertindo (JakPro) and the Consultant, shall in any way release us from any liability under this Bank Guarantee, and we hereby waive notice of any such change, addition or modification.

This Bank Guarantee is effective starting from the issuing date of this Bank Guarantee and shall remain valid and in full effect until PT Jakarta Propertindo (JakPro) receives full repayment of the same amount from the Consultant or until [date], [the Expiry Date of this Bank Guarantee], whichever comes earlier.

All claims under this Bank Guarantee must be submitted to us no later than 14 (fourteen) calendar days after the Expiry Date of this Bank Guarantee, after which date this Bank Guarantee shall become null and void and no more claim can be accepted.

With reference to Article 1832 of the Indonesia Civil Code (Kitab Undang-Undang Hukum Perdata), the Bank hereby waives it's priority rights as set Forth in Article 1831 of the Indonesian Civil Code (Kitab Undang-Undang Hukum Perdata) to claim for attachment and disposal of the property of the Consultant for the settlement of the obligations of the Consultant under the Contract prior to the payment of the Guaranteed Amount.

This Bank Guarantee shall be governed by and constued in accordance with the laws of the Republic of Indonesia.

Address	
Name of Bank/Financial Institution	
Signature and Seal	
Yours truly,	

Appendix I - Audit Pay Roll for the Last Year of Each Personnel

#### Appendix J - Joint Venture or Association Agreement

Please refer to Technical Proposal - Sample Forms in Section 2 of ITC (Form TECH-9).

Appendix K - Declaration Letter

Appendix L - Official Report of Negotiation

Appendix M - Official Report of Clarification

An amount is to be inserted by the bank or financial institution as specified in Clause PCC 6.4.a.