

KONTRAK PENGADAAN JASA

**QHSE MANAGEMENT SYSTEM AND
CONTRACTOR HSE MANAGEMENT
SYSTEM SERVICES**

antara

**PT PERTAMINA HULU ENERGI
WEST MADURA OFFSHORE**

dan

**PT SUCOFINDO PRIMA INTERNATIONAL
KONSULTAN**

NO. KONTRAK: SS1/HSE-043/17

**POKOK-POKOK PERJANJIAN
UNTUK QHSE MANAGEMENT SYSTEM AND
CONTRACTOR HSE MANAGEMENT SYSTEM
SERVICES**

Perjanjian ini ("**Kontrak**") dibuat dan ditandatangani pada tanggal 14 bulan Agustus tahun 2017. namun berlaku efektif sejak tanggal 14 bulan Agst tahun 2017 ("**Tanggal Efektif**") oleh dan diantara para pihak sebagai berikut:

- I. **PT. Pertamina Hulu Energi West Madura Offshore**, suatu perusahaan yang didirikan berdasarkan hukum Indonesia, berkedudukan dan berkantor pusat di PHE Tower Lantai 16-20 Jl.Let.Jend.TB. Simatupang Kav 99 Jakarta 12520, Indonesia, dalam hal ini diwakili oleh Affan Farid selaku VP Supply Chain Management, selanjutnya dalam **Kontrak** ini disebut "**PERUSAHAAN**", dan
- II. **PT. Sucofindo Prima Internasional Konsultan**, suatu perusahaan yang didirikan berdasarkan hukum Indonesia, berkedudukan dan berkantor pusat di Graha Sucofindo Lantai 12 Jl. Raya Pasar Minggu Kav. 34, dalam hal ini diwakili oleh Diana Susianti Moro selaku Direktur, untuk selanjutnya disebut sebagai "**KONTRAKTOR**".

Selanjutnya **PERUSAHAAN** dan **KONTRAKTOR** secara sendiri-sendiri disebut "**Pihak**" dan secara bersama-sama disebut "**Para Pihak**".

MENYATAKAN

BAHWA, **KONTRAKTOR** menyatakan telah memenuhi syarat dan mampu untuk menyediakan layanan-layanan dan atau perlengkapan demikian.

SEHUBUNGAN DENGAN HAL-HAL TERSEBUT, dengan mempertimbangkan janji-janji bersama dan tunduk kepada ketentuan-

**HEADS OF AGREEMENT
FOR QHSE MANAGEMENT SYSTEM AND
CONTRACTOR HSE MANAGEMENT SYSTEM
SERVICES**

This agreement ("**Contract**") is made and signed on the 14 day in the month of August in the year 2017.. but effective on the 14 day in the month of Agst in the year 2017 ("**Effective Date**"), by and between the parties as set out below:

- I. **PT Pertamina Hulu Energi West Madura Offshore**, a company established under the laws of Indonesia, having its domicile and head office at PHE Tower 16th-20th Jl.Let.Jend.TB. Simatupang Kav 99 Jakarta 12520, Indonesia, in this matter is represented by Affan Farid as VP Supply Chain Management, hereinafter referred to as the "**COMPANY**", and
- II. **PT. Sucofindo Prima Internasional Konsultan**, a company established under the laws of Indonesia, having its domicile and head office in Graha Sucofindo 12th Floor Jl. Raya Pasar Minggu Kav. 34., in this matter is represented by Diana Susianti Moro as Director , hereinafter referred to as the "**CONTRACTOR**".

Furthermore the **COMPANY** and the **CONTRACTOR** are severally hereinafter referred to as the "**Party**" and collectively as the "**Parties**".

WITNESSETH

WHEREAS, **CONTRACTOR** has represented that it is qualified and able to provide such services and or equipment;

NOW THEREFORE, in consideration of the mutual promises and subject to the conditions contained in this **Contract**, **COMPANY** and

ketidaksesuaian atau konflik apapun diantara Dokumen Kontrak maka dokumen yang dirujuk adalah sesuai dengan tata urutan di atas sepanjang dokumen yang menjadi rujukan tersebut tidak memberikan risiko yang lebih besar atas Pekerjaan berdasarkan penilaian PERUSAHAAN.

2. Pekerjaan yang harus dilaksanakan oleh **KONTRAKTOR** adalah QHSE Management System and Contractor HSE Management System Services dengan Ruang Lingkup Pekerjaan sebagaimana diuraikan dalam Lampiran B dan harus diselesaikan sesuai dengan jadwal yang diuraikan dalam Lampiran D ("**Pekerjaan**").
3. Nilai **Pekerjaan** sebesar Rp4.555.641.548,- (Empat Miliar Lima Ratus Lima Puluh Lima Juta Enam Ratus Empat Puluh Satu Ribu Lima Ratus Empat Puluh Delapan Rupiah) dengan tata cara pembayaran sebagaimana diuraikan dalam Lampiran C ("**Nilai Kontrak**").
4. **Kontrak** ini mulai berlaku pada **Tanggal Efektif Kontrak** dan akan tetap berlaku sampai dengan 13 Agustus 2019 atau sampai dengan Nilai Kontrak habis (mana yang terjadi terlebih dahulu) ("**Jangka Waktu Kontrak**") kecuali diakhiri lebih awal oleh **Para Pihak** sesuai dengan ketentuan-ketentuan dalam **Kontrak** ini.
5. Alamat Para Pihak dimana pemberitahuan yang disyaratkan berdasarkan Kontrak ini akan dikirimkan adalah sebagai berikut:

PERUSAHAAN:

PT. Pertamina Hulu Energi West Madura Offshore, PHE Tower Lantai 16-20
Jl.Let.Jend.TB. Simatupang Kav 99
Jakarta 12520, Indonesia.

No. Telepon : 021 – 2754 7500

No. Faksimili : 021 – 2754 7686

Untuk Urusan Tagihan:

Financial and Treasury Superintendent

Untuk Urusan Kontrak:

conflict among Contract Document, the document that shall be referred is in accordance with the order above, to the extent that such referred document does not give bigger risk for the Work based on COMPANY's assessment.

2. The Work that shall be performed by **CONTRACTOR** is QHSE Management System and Contractor HSE Management System Services with the Scope of Work which stated in the Exhibit B and shall be completed pursuant to the schedule which stated in Exhibit D. ("**Work**").
3. The **Work** value is Rp4.555.641.548,- (Four Billion Five Hundred Fifty Five Million Six Hundred Forty One Thousand Five Hundred Forty Eight Rupiah) with terms of payment which stated in Exhibit C ("**Contract Value**").
4. This **Contract** shall be effective on the **Effective Date** and shall be effective until 13 August 2019 or until the Contract Value has been fully used (whichever occur earlier) ("**Contract Term**") unless terminate early by the **Parties** pursuant to the provisions of this **Contract**.
5. The address of the Parties to which notices required under the Contract are to be sent is as follows:

COMPANY:

PT. Pertamina Hulu Energi West Madura Offshore, PHE Tower 16-20 Floor. Jl. Let.Jend.TB. Simatupang Kav 99 Jakarta 12520, Indonesia.

Phone : 021 – 2754 7500

Fax : 021 – 2754 7686

For Invoicing Matters:

Financial and Treasury Superintendent

For Contract Matters:

Service Procurement Manager

Untuk Urusan Teknis :

Sr Manager QHSSE Ops

KONTRAKTOR:

PT. Sucofindo Prima Internasional
Konsultan, Graha Sucofindo Lantai 12
Jl. Raya Pasar Minggu Kav. 34

Untuk Perhatian: Diana Susianto Moro

No. Telepon : 021 – 798 3666

No.Faksimili : 021 – 798 6894

Atau alamat lainnya yang dari waktu ke waktu dapat diberitahukan secara tertulis oleh salah satu Pihak ke Pihak lainnya sesuai dengan Kontrak.

6. **Kontrak** ini merupakan keseluruhan perjanjian antara **Para Pihak** terkait dengan Pekerjaan dan menggantikan semua negosiasi, representasi atau perjanjian-perjanjian terkait dengan **Kontrak**, baik tertulis maupun lisan. Tidak ada perubahan atas **Kontrak** yang berlaku efektif kecuali dilakukan secara tertulis dan ditandatangani **Para Pihak** dalam suatu amandemen Kontrak.

Kontrak ini dibuat dalam 2 (dua) rangkap asli, masing-masing mempunyai kekuatan hukum yang sama, dan ditandatangani di atas meterai cukup oleh **Para Pihak**.

PERUSAHAAN/COMPANY



Nama/Name: **AFFAN FARID**
Jabatan/Title: **VP SUPPLY CHAIN MANAGEMENT**

Service Procurement Manager

For Technical Matters:

Sr Manager QHSSE Ops

CONTRACTOR:

PT. Sucofindo Prima Internasional
Konsultan, Graha Sucofindo 12th Floor Jl.
Raya Pasar Minggu Kav. 34

Attention: Diana Susianto Moro

Phone : 021 – 798 3666

Fax : 021 – 798 6894

Or any address as may from time to time be notified in writing by either Party to the other Party pursuant to the Contract.

6. This **Contract** constitutes the entire agreement between the **Parties** hereto with respect to the Work and supersedes all prior negotiations, representations or agreements related to the **Contract**, either written or verbal. No changes to the **Contract** shall be effective unless made in writing and signed by the **Parties** in a Contract amendment.

This **Contract** is executed in 2 (two) original copies, each having the same legal enforcement, duly stamped and signed by the **Parties**.

KONTRAKTOR/CONTRACTOR

Nama/Name: **DIANA SUSIANTO MORO**
Jabatan/Title: **DIRECTOR**

**PROVISION OF QUALITY, HEALTH, SAFETY, SECURITY AND
ENVIRONMENT (QHSSE) MANAGEMENT SYSTEM AND CONTRACTOR
HSE MANAGEMENT SYSTEM SERVICES**

SCOPE OF WORK

A. General Scope of Works

CONTRACTOR shall provide the following services:

1. Technical Consultancy Services to implement/improve and maintain Control of Work Implementation.
 - a. Services to conduct Control of Work Workshop Package: develop training plan, ensure training material & syllabus are up to date, conduct Control of Work Workshop, conduct training evaluation
 - b. Services to conduct Control of Work Audit as a part of Audit Team: involve in audit plan, commencing audit, involve/compile audit report and audit result monitoring
 - c. Service to conduct Control of Work Monitoring: provide Site Evaluation and Reporting in Monthly Basis Assistance on updating and revising Control of Work and its related procedures
 - d. Service to conduct on updating and revising Control of Work Related Procedures or as a part of CoW Improvement Team
2. Technical Consultancy Services to implement/improve and maintain Contractor HSE Management System (CHSEMS)
 - a. Service to Conduct CHSEMS Conformance as per Company Standard Procedure
 - i. Service to conduct Risk Assessment Stage prior tender process as per Company Standard Procedure
 - ii. Service to conduct Pre-Qualification Assessment to selected contractor
 - iii. Service to review HSE Plan in Tender Document
 - iv. Service to conduct Pre Job Activities Inspection Phase to selected contractor
 - v. Service to conduct Work in Progress Inspection Phase
 - vi. Service to conduct Final Evaluation Phase
3. Technical Consultancy Service to improve Environmental Management System, Compliance and also environmental aspect performance
4. Technical Consultancy Service to develop, improve and monitor Incident Management Plan and related procedures
5. Technical Consultancy Service for advising, monitoring and implementing HSE activities in PHEWMO daily and/or specific Operation such as Drilling, Project, Production and Logistic Operation.
6. Technical Consultancy Services to develop and monitor Quality Management System Standard Implementation
7. Provide experienced QHSSE trainer, training appliances and perform training as per COMPANY needs and directions to improve competency of all employees/workers
8. Provide experienced Oil & Gas Health, Safety and Environment (HSE) inspector and conduct join inspection with COMPANY as per COMPANY needs and directions.

9. Technical Consultancy Service for QHSSE Assessment related to Process Safety Management, Contractor HSE Management System and ISRS8 System Improvement
10. Technical Consultancy Service related to emergency preparedness activities coordination with Governmental Institution i.e SKKMigas, Ditjen Migas, BASARNAS and also related to environment management activities coordination with Ministry of Environmental.
11. Technical Consultancy Service related to environmental management institution
12. Technical Consultancy Service related to Process Safety Management Audit and HSSE PHEWMO Critical Activities Assessment/Audit i.e. Lifting Operation, Marine.

B. General Requirements

CONTRACTOR shall fulfill the following requirements:

B.1 CONTRACTOR Qualification

1. CONTRACTOR must have experience in HSE consultancy or similar work for 5 years in minimum.
2. CONTRACTOR should have experience in oil & gas sector, encompassing experience helping oil companies in terms of HSE improvement.
3. CONTRACTOR should have sufficient and adequate experienced human resources to support and conduct the whole program in properly manner and within tight timeframe required by COMPANY.
4. CONTRACTOR should be able to deliver the training in professional ways that improve the training participant's knowledge on the material being brought.
5. The HSE consultancy services provided by CONTRACTOR should be derived from the best practices world-wide and known local & international standards & regulations.
6. CONTRACTOR should have a ready structured approach matched to the needs of the COMPANY and CONTRACTOR should understand COMPANY business needs and goals.

B.2 Services Qualification

1. Service qualification must have personnel experienced in QHSE Procedure development, QHSE Management System or similar work for maximum 3 years experiences (Level 1 Category), 3-5 years experiences (Level 2 Category), 6-8 years experiences (Level 3 Category) and More than 9 years experiences (Level 4 Category).
2. Service qualification shall be able to conduct HSE Audit or HSE Inspection as per COMPANY requirement
3. Service qualification must have good understanding in Contractor Health, Safety and Environment Management System (CHSEMS).
4. Service qualification must have good understanding in Emergency Management
5. Service qualification must have good understanding in Document Control
6. Service qualification for going offshore (if needed) must have valid Medical Check-Up and at fit to work condition.
7. Specific qualification on QHSSE Expert for QHSSE TECHNICAL ASSESSOR SERVICES will be define as per Work Order from Company
8. Other specific requirement will be state in Work Order to CONTRACTOR

B.3 CONTRACTOR Responsibilities

1. CONTRACTOR must submit the work progress report on daily and monthly basis.
2. CONTRACTOR must follow the work time frame required by COMPANY as appropriate.
3. CONTRACTOR should keep the any data/information confidential, and CONTRACTOR is restricted from disclose/share any data/information which belong to COMPANY to another party without prior approval from COMPANY.
4. CONTRACTOR should guarantee that all work being done by experienced consultants in safety and operation.
5. CONTRACTOR shall provide support facilities during services (e.g. Computers, Laptops, mobile phone etc.) as per Company Requested (as per Work Order).
6. CONTRACTOR shall Provide QHSSE TECHNICAL ASSESSOR as per Company Requested (as per Work Order). Specific requirement will be define as per Work Order.

B.4 Duration of Services

Contractor shall provide the Services in 24 month duration.

B.5 Work Location

Contractor shall provide the Services in PHE WMO Jakarta Office. Out of town assignment will refer to section B.6.

B.6 Onshore/Offshore Activities (Out of Town Assignment)

Technical Consultancy Service assignments to onshore/offshore facilities/out of town cost are described below:

B.6.1 QHSSE Program Socialization/Awareness (Onshore/Out of town Assignment)

List description of activities/scope (can be one or multiple activities):	<ul style="list-style-type: none">- Safety Observation Socialization/Awareness- Contractor HSE Management System Socialization/Awareness- Control of Work Socialization/Awareness- Working at Height Socialization/Awareness- Confined Space Socialization/Awareness- Lifting Operation Socialization/Awareness- Process Safety Management related Socialization/Awareness- Other socialization/awareness related to QHSSE Department program and/or stated in COMPANY WP&B in year 2017/2018/2019
Location	Onshore/Out of Town (i.e. Surabaya, Lamongan)
Number of Person	1 (one) person
Duration	4 (four) days
Cost per package (lot)	IDR 10.020.000,00* *Description of cost: <ul style="list-style-type: none">- Hotel/lodging for 4 (four) days IDR 4.000.000,00- Flight IDR 3.000.000,00- Land Transport IDR 1.700.000,00- Perdiem (include meal allowance) IDR 1.320.000,00
Requirement	Work Order from Company

B.6.2 QHSSE Coaching (Onshore/Out of Town Assignment)

List description of activities/scope (can be one or multiple activities):	<ul style="list-style-type: none"> - Contractor HSE Management System Coaching Clinic - Risk Register Coaching Clinic - QHSSE Procedure review/development - Other coaching activities related to QHSSE Department program and/or stated in COMPANY WP&B in year 2017/2018/2019
Location	Onshore/Out of Town (i.e. Surabaya, Lamongan)
Number of Person	1 (one) person
Duration	2 (two) days
Cost per package (lot)	IDR 7.060.000,00** **Description of cost: <ul style="list-style-type: none"> - Hotel/lodging for 2 (two) days IDR 2.000.000,00 - Flight IDR 3.000.000,00 - Land Transport IDR 1.400.000,00 - Perdiem (include meal allowance) IDR 660.000,00
Requirement	Work Order from Company

B.6.3 Offshore Assessment

List description of activities/scope (can be one or multiple activities):	<ul style="list-style-type: none"> - Contractor HSE Management Assessment - Control of Work Assessment - Lifting Operation Assessment - Process Safety Management related Assessment - Pre Use Equipment Inspection - QHSSE Joint Inspection - ISRS Assessment - "9 aspek keselamatan" Assessment - Safety Sign Assessment - Other assessment related to QHSSE Department program and/or stated in COMPANY WP&B in year 2017/2018/2019
Location	Offshore
Number of Person	1 (one) person
Duration	5 (five) days (2 days travel time and 3 days offshore)
Cost per package (lot)	IDR 7.750.000,00*** ***Description of cost: <ul style="list-style-type: none"> - Hotel/lodging for 2 (two) days IDR 2.000.000,00 - Flight IDR 3.000.000,00 - Land Transport IDR 1.100.000,00 - Perdiem (include meal allowance) IDR 1.650.000,00 - Offshore accommodation responsible by COMPANY - duration of work extension due to bad weather condition not consider as additional work day - duration of work extension due to crew boat availability not consider as additional work day
Requirement	Work Order from Company

B.6.4 Onshore Assessment

List description of activities/scope (can be one or multiple activities):	<ul style="list-style-type: none"> - Contractor HSE Management Assessment - Control of Work Assessment - Lifting Operation Assessment - Process Safety Management related Assessment
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	<ul style="list-style-type: none"> - Pre Use Equipment Inspection - QHSSE Joint Inspection - ISRS Assessment - "9 aspek keselamatan" Assessment - Safety Sign Assessment - Other assessment related to QHSSE Department program and/or stated in COMPANY WP&B in year 2017/2018/2019
Location	Onshore/Out of Town (i.e. Surabaya, Lamongan)
Number of Person	1 (one) person
Duration	3 (three) days
Cost per package (lot)	IDR 8.240.000,00**** **** Description of cost: <ul style="list-style-type: none"> - Hotel/lodging for 3 (three) days IDR 3.000.000,00 - Flight IDR 3.000.000,00 - Land Transport IDR 1.250.000,00 - Perdiem (include meal allowance) IDR 990.000,00 - Transport from ORF Gresik to Lamongan v.v responsible COMPANY
Requirement	Work Order from Company

LAMPIRAN C
Kompensasi Dan Pembayaran

1 NILAI KONTRAK

Total nilai kumulatif dari semua Perintah Kerja yang dikeluarkan berdasarkan Kontrak ini tidak akan melebihi Rp4.555.641.548,-(Empat Miliar Lima Ratus Lima Puluh Lima Juta Enam Ratus Empat Puluh Satu Ribu Lima Ratus Empat Puluh Delapan Rupiah).

Nilai kontrak tidak dapat dilampaui tanpa persetujuan tertulis sebelumnya oleh PERUSAHAAN.

2 TABEL HARGA

NO.	DESCRIPTION	ESTIMATE QTY	ESTIMATED PERCENTAGE MARGIN (%)	TOTAL VALUE (IDR)	REMARKS
A	QHSSE SERVICE MANAGEMENT FEE including: - All Overhead (including administration fee, supervision fee, cost of money, Medical Check Up, Personal Protective Equipment as per Company Standard) - Contractor's Profit - All Taxes (exclude VAT)				
A.1	QHSSE PROGRAM IMPLEMENTATION MANAGEMENT FEE	1	12.97%	522,994,054	
	Sub Total QHSSE SERVICES Management FEE (Sub Total A) =			522,994,054	Monthly Invoiced

NO.	DESCRIPTION	ESTIMATE QTY (SERVICE MONTH)	ESTIMATED MAXIMUM MONTHLY RATE (IDR)	ESTIMATED MAXIMUM TOTAL VALUE (IDR)	REMARKS
B	QHSSE PROGRAM IMPLEMENTATION SERVICES				
B.1	Control of Work				Based On Work Order (Monthly); Monthly Invoiced
	Consultancy for Control of Work Program Improvement - Level 4	24	31.142.540.00	747,420,960	
B.2	Contractor HSE Management System				
	Consultancy for CHSEMS Program Implementation and Monitoring - Level 2	24	13.143.416.00	315,441,984	
B.3	Drilling HSE Officer				
	Consultancy for Drilling Program Implementation - Level 1	24	9.543.591.20	229,046,189	
B.4	Emergency Response & Preparedness				
	Consultancy for Emergency Preparedness Support - Level 3	24	21.543.007.20	517,032,173	
B.5	Site Environment Officer				
	Consultancy for Environmental Program Implementation and Compliance - Level 1	24	9.543.591.20	229,046,189	
	Sub Total B			2,037,987,494	

NO.	DESCRIPTION	ESTIMATE QTY (SERVICE DAY)	ESTIMATED MAXIMUM SERVICE DAY RATE (IDR)	ESTIMATED MAXIMUM TOTAL VALUE (IDR)	REMARKS
C	QHSSE TECHNICAL ASSESSOR SERVICES				
C.1	Consultancy for QHSSE Technical Assessor Services	800	2,000,000	1,600,000,000	Based on Work Order
	Sub Total C			1,600,000,000	

NO.	DESCRIPTION	ESTIMATE QTY (pax)	ESTIMATED MAXIMUM RATE (IDR)	ESTIMATED MAXIMUM TOTAL VALUE (IDR)	REMARKS
D	ONSHORE & OFFSHORE ACTIVITIES (OUT OF TOWN)				
D.1	QHSSE Program Socialization/Awareness to onshore site/out of town	10	10,020,000	100,200,000	Based on Work Order
D.2	QHSSE Coaching to onshore site	10	7,060,000	70,600,000	Based on Work Order
D.3	Offshore Assessment	14	7,750,000	108,500,000	Based on Work Order
D.4	Onshore Assessment	14	8,240,000	115,360,000	Based on Work Order
	Sub Total D			394,660,000	

NO	SUMMARY CONTRACT VALUE	ESTIMATED MAXIMUM TOTAL VALUE (IDR)	REMARKS
A	QHSSE SERVICE MANAGEMENT FEE	522,994,054	
B	QHSSE PROGRAM IMPLEMENTATION SERVICES	2,037,987,494	
C	QHSSE TECHNICAL ASSESSOR SERVICES	1,600,000,000	
D	ONSHORE & OFFSHORE ACTIVITIES (OUT OF TOWN)	394,660,000	
	ESTIMATED MAXIMUM TOTAL CONTRACT VALUE	4,555,641,548	
(Empat Miliar Lima Ratus Lima Puluh Lima Juta Enam Ratus Empat Puluh Satu Ribu Lima Ratus Empat Puluh Delapan Rupiah)			