

**PURCHASE ORDER**

PT PAITON ENERGY (Owner)

**TO**

PT Sucofindo Prima Internasional Konsultan/  
SPRINT (Contractor)  
Graha Sucofindo  
Jl. Raya Pasar Minggu Kav. 34  
Jakarta 12780  
Attention: Mrs.Diana Susianti Moro

**WORK LOCATION/DESCRIPTION**

Paiton Private Power Project –  
Unit 7/8 and Unit 3

- Contractor office/Paiton Energy Jakarta & Site offices
- Paiton areas/others

**SCHEDULE**

Start: January,2018

End : December, 2019

PURCHASE ORDER  
No. 060/PE-PO/IX/2017

DATE  
05/09/2017

CHANGE ORDER NO. - VALUE

DATE  
N/A

PO APPROVED VALUE LIMIT  
**Rp. 5,102,790,000,- including  
VAT**

CODE NO

Please indicate Purchase Order No. on all  
invoice, packages, correspondence and shipping  
papers.

**INVOICE**

Mail Invoices in duplicate to:  
PT Paiton Energy  
Sentral Senayan II, 5<sup>th</sup> floor  
Jl. Asia Afrika No.8  
Jakarta 10270, INDONESIA  
Attention:Mr. Koichiro Miyazaki  
(President Director)

**REPRESENTATIVE**

Owners : Koichiro Miyazaki  
Ph : 021-57974524

Contractor : Diana Susianti Moro  
Ph : 021-7983666

**1. SCOPE OF WORK**

1.1. Contractor shall provide the engineering and other technical services for PT Paiton Energy, Unit 7/8 and Unit 3, as described here and in accordance with Contractor's proposal for such services and forming part of the PO documents which is attached to this Purchase Order and such other items and condition further provided herein. The cost of these services is Rp. 5,102,790,000,- including VAT (five billion one hundred two million seven hundred ninety thousand rupiah). Paiton Energy at its own discretion may terminate this contract after the submission of the Quarterly Report. If Paiton Energy exercises this option, the total money to be paid will not exceed the amount specified for the Quarterly Report.

1.2. The Contractor's scope includes, but is not limited to those items summarised below :

The objective of this request for services is to ensure that the AMDAL and other relevant environmental requirements are administered in accordance with applicable regulatory and Paiton Energy policy during operational phase of the project.

- Review all project AMDAL related Indonesian environmental regulatory requirements applicable to the site.

- Implement approved measures as necessary to enhance the Project's environmental monitoring and management program.
- Provide any other environmental services as may be necessary at the request of Paiton Energy.
- Contractor shall review and report any changes in environmental regulations after the AMDAL approval date that might have an impact on Owner's plant operation. A comparative table showing the differences in pre and post AMDAL regulations shall be provided.
- Contractor shall conduct the ground water well monitoring sampling at seven destination location and analyses based on the Kep.No.04/BAPEDAL/09/1995. Tabel 2 (two) total maximum concentration of untreated Hazardous Waste and Toxic Waste and Landfill categories. The 7 (seven) ground water well monitoring are located around the ash disposal area.
- Contractor shall carry out trending analyses for ambient air quality data and for ash disposal area ground water wells as requested by the owner from time to time.
- Contractor is expected to carry out miscellaneous work relevant to this contract as requested by Owner.

These services shall be further supplemented from time to time by the Owner instruction and direction.

For RKL and RPL Environmental Monitoring and Reporting, the environmental services will include but not be limited to the following :

- Water Quality
- Ambient Air Quality (6 set of data during each site visit)
- Noise – Total 9 locations
- Aquatic/Marine Biological Monitoring (Benthos, Coral Reef and Plankton)
- Socio-Economic
- Hydro oceanography
- The contractor shall ensure reliability and accuracy of the reported data and perform necessary QA/QC task
- PCB, PAH, Pesticides, TBT and Ratio Nuclide of seawater analysis

Produce quarterly and annual environmental monitoring reports which must include all appropriate monitoring data during the contracted period, this includes CEMS and hazardous waste balance data within the monitoring period as requested by BLH – East Java .The reports are to be prepared in Bahasa Indonesia for final preparation and distribution and translated into English for Paiton Energy need, which shall be submitted to Paiton Energy no later than 2 (two) months after conducting a site survey. The report shall be prepared in line with the recommendations made by Directorate General of Electricity and Energy Development (DGEED) and the existing agreed format.

The Paiton Energy's AMDAL, RKL and RPL documents have been provided to Contractor. This document shall not be used for any other purpose except as stipulated in this contract.

Any major recommendation or abnormal findings shall be clearly reported to Paiton Energy by letter prior to the issuance of the report

2. No additional work shall be prepared by Contractor without specific instruction or request by Owner except for management, administrative support and other associated activities reasonably required to support the work so instructed. Contractor shall acknowledge in writing all (written and verbal) work instructions and requests by Owner upon receipt.

2.1 Contractor shall provide the services of personnel suitably qualified for the task at hand.



### **3. Cost of Services**

Contractor shall provide the services specified in the Scope of Work on time and material basis in accordance with the Contractor proposal and such other terms and conditions further set forth herein :

3.1. All expenses such as travel costs and living expenses have been included in the PO as described in the contractor's proposal. Owner will pay at cost for additional visits authorised by Owner.

### **4. Cost Control**

4.1. Contractor hereby recognises the least cost policy of Owner in Project activities and in this respect contractor shall assure that Scope of Work shall be performed in the most efficient and professional manner with the minimum man-hours and cost required therefor.

4.2. In no event shall the total billing amount under this PO exceed the PO approved value limit without prior written approval by owner. In case the total billing amount is likely to exceed the PO approved value limit prior to the completion of the work assigned by Owner. Contractor shall consult with Owner for approval to increase such value limit.

4.3. No payment shall be made for any amount exceeding the foregoing respective ceiling or limits without prior written approval by Owner.

### **5. Invoicing**

5.1. Upon commencement of the work, Contractor shall issue invoices to Owner consisting of Paiton Unit 7/8 for 60% of total amount and Paiton Unit 3 for 40% of total amount, as specified in the contractor's proposal. Such invoices shall be signed and mailed to the address shown on page 1 of this PO referring to the PO number and shall include the following support documents.

5.2. Calculation tables of man-hours costs for business related travels showing names, man-hours, labour classifications, task description, billing rates, out of pocket expenses etc. Breakdown costs for all analyses shall be provided.

5.3. Total amount invoiced to date for each task description, the total accumulated amount invoiced to date and the total remaining budget under this PO.

5.3. The authorised value limit of this PO shall not exceed Rp. 5,102,790,000,- for the services without an authorised change order. This amount includes 10% VAT.

### **6. Payment**

6.1. Owner will pay, or cause to be paid, the amount of the invoice submitted by Contractor pursuant to Section 5 within thirty (30) days after clean receipt thereof by Owner in accordance with the provisions of this PO, provided however, that if any item on such invoice is questioned or contested by Owner, Owner shall promptly notify Contractor as to such item, the amount thereof and the reasons why such item is being questioned or contested and Owner may deduct the amount thereof from such invoiced amount pending resolution of the matter, without delay in the payment of other items on such invoices in accordance with the resolution of the matter, without delay in the payment of other items on such invoice in accordance with the provisions of this section 6.1. The contractor may submit invoices about one month in advance of the completion of the Quarterly report. Paiton Energy will pay the Contractor after the receipt of the satisfactory Quarterly report. The term of Payment is as follows :

1. 100% of the first Quarterly Report upon submission of the Final first Quarterly Report of P1.
2. 100% of the second Quarterly Report payment upon submission of the final second Quarterly Report of P1 and P3 .
3. 100% of the third Quarterly Report payment upon submission of the final third Quarterly Report of P1 and P3 .
4. 100% of the Annual Report payment upon submission of the final Annual Report of P1 and the fourth Quarterly Report payment upon submission of the final fourth Quarterly Report of P3.
5. 100% of the first Quarterly Report payment upon submission of the final first Quarterly Report of P1 and fifth Quarterly Report payment upon submission of the final fifth Quarterly Report of P3 .
6. 100% of the second Quarterly Report payment upon submission of the final second Quarterly Report of P1 and sixth Quarterly Report payment upon submission of the final sixth Quarterly Report of P3.
7. 100% of the third Quarterly Report payment upon submission of the final third Quarterly Report of P1 and seventh Quarterly Report payment upon submission of the final seventh Quarterly Report of P3 .
8. 100% of the Annual Report payment upon submission of the final Annual Report of P1 and eighth Quarterly Report payment upon submission of the final eighth Quarterly Report of P3 .

6.2. Contract Performance criteria as follows :

1. SPRINT shall submit the initial draft report for PE's review within 6 (six) weeks after completion of a site monitoring survey.
2. SPRINT shall complete the required revision on the report within 3 (three) days after receiving the result of PE's review and PE shall have an opportunity to review the revised version of the draft report.
3. Final report shall be printed and submitted within 1 (one) week after receiving a final confirmation from PE.

PE (owner) may hold the payment for 1 (one) month if the above Performance criteria are not achieved.

6.3. The Company, in accordance with Indonesian tax laws and requirements, will impose withholding taxes (PPh 23).

6.4. Payment shall be made in Rupiah and shall be made by wire transfer to a bank account designated on Contractor's invoice.

## 7. Correspondence

Contractor shall address all correspondence between Contractor and Owner and Owner's supporting representative as follows :

Originals :

PT Paiton Energy  
Sentral Senayan II, 5<sup>th</sup> floor  
Jl. Asia Afrika No.8  
Jakarta 10270  
Phone : 021 - 5797 4524  
Fax : 021 - 5797 4525  
Attention : Mr. Rudy Smith

*Handwritten signature and initials*

## 8. Integral Parts

The following documents shall form the integral parts of this PO with the following priority in the event of conflicting provisions :

1. Text and Articles of this document
2. Appendix A : PT Paiton Energy General Terms and Conditions for Engineering Services (12 pages)
3. Appendix B : Contractor's Cost Proposal for Environmental Monitoring (2018 -2019), Letter No.SKL-2017-08-DKO-201 dated August 18, 2017

Accepted by:

**PT Sucofindo Prima Internasional Konsultan  
(SPRINT)**

**PT Paiton Energy**

By:

Name: Diana Susianti Moro

Title: Director

Date: \_\_\_\_\_

  
SPRINT  
CONSULTANT

By:

Name: Koichiro Miyazaki

Title: President Director

Date: \_\_\_\_\_

