
PT. PERTAMINA (PERSERO)
Marketing & Trading Directorate - Chartering
2013

PT PERTAMINA (PERSERO) (" the Hirer") is an Indonesian state-owned oil and gas company which owns and operate significant oil tanker operations among its owned and chartered fleet in order to distribute crude oil and oil products from, to, and throughout Indonesia.

The Hirer has put one of its (Single Point Mooring) SPM at drydock to carried out docking at PT. PAL Indonesian (Persero) Surabaya – Indonesia. The docking are now on the final stage and the Hirer has an intention to held a procurement process for towing service of the SPM from the dockyard to the place of operation at Refinery Unit IV Balongan Terminal – Indonesia.

The Hirer hereby invites all potential Bidders to participate in the Bid for the supply of the towing service (The Project). The participated Bidders are expected to be a towing service companies which have a suitable tug to tender the service. The tug shall fly Indonesian Flag as the implementation of Cabotage Principles in Indonesia.

The appointment will be determined through an open bid system, therefore we invite all reputable towing service company to participate in this bid without necessarily required to provide Pertamina Bid Registration (Surat Keterangan Terdaftar/SKT).

The appointed Bid Winner and the Hirer will enter into a Towing Contract Agreement after its

Place of Departure	:	PT. PAL Indonesia (Persero) – Surabaya – Indonesia
Place of Destination	:	Tersus RU IV Balongan (Area SPM 12.5 M) – Indonesia

Key dates in the bid process are as follows. The Hirer reserves the right to extend or delay the Bid timeline, and will inform Bidders prior to the start of each stage in the process:

Invitation to Bid	:	
Prebid Meeting	:	

This Invitation to Bid and the submission of the Bid shall not in any way bind the Hirer to enter into a Contract or involve the Hirer in any financial commitment whatsoever in this respect.

The Hirer reserves the right to, at its sole discretion, cancel the Bid entirely or partly and reject any proposal at any time during the Bid or after the award of the Bid, without any obligation or compensation or indemnification to the Partner(s), as the case may be, including without limitation.

The Hirer reserves the right to award a portion of the work based upon the quoted price. The Hirer may delete or cancel any item of work listed, and the cost quoted shall be reduced such that the value will be equal to the revised quantity/quality of work to be performed.

The submitted Bid constitutes an offer by Bidder to perform the Scope of Work and Hirer shall retain the right to accept or reject such offer. In the event of the Bid being accepted, Bidder shall immediately conclude a formal agreement with Hirer, based on the Bid Documents, any Bid Addendum, the Bid and any agreed amendments or revisions thereto. Until such formal agreement is signed, Bidder has no authority to proceed with the Scope of Work or to incur any costs for whi61 0 0 1 4s(the c(Wo)-6(rk)29(the)-89(Bid)6(-)-9(an)0 0 1 89.184 456.19 Tm

In the bid proposal, the Bidder shall provide the following documents:

- a. Bid Offering Letter (), signed by the authorized person in the Bidders Company or to its appointed person with the formal power of attorney that shall be attached on the bid document.
 - b. Statement Letter signed by the Authorized Person from the Bidders company, stating that the Bidder will comply to all the term and conditions of the Bid and all the towing requirement refer to this term of reference and TowCon 2008 (International Ocean Towing Agreement).
 - c. Business Licenses Certificate issued by the authorized institution.
 - d. List of work experience in the previous towing operation executed by the company.
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- a. Ship Particular of the Tug
 - b. Class Certificate
 - c. Bollard pull Certificate
 - d. Other relevant certificate for the Tug based on the applicable rule and regulations

Hirer will apply a number of evaluation criteria in order to select the successful Bidder(s). The evaluation will be performed in stages with preferably short-listing of one or two Bidders.

The Bid Proposals will be evaluated by using the combination disqualification and value stage method including but not limited to:

1. Administration Evaluation
2. Technical Evaluation
3. Commercial Evaluation

During the Administrative evaluation, the following criteria will be considered the administrative requirements as listed below.

1.	, signed by the authorized person in the Bidders Company or to its appointed person with the formal that shall be attached on the bid document	AVAILABLE/NOT
2.	signed by the Authorized Person from the Bidders company, stating that the Bidder will comply to all the term and conditions of the Bid () and all the towing requirement refer to this term of reference and TowCon 2008 (International Ocean Towage Agreement)	AVAILABLE/NOT
3.	issued by the authorized institution	AVAILABLE/NOT
4.	in the previous towing operation executed by the company	AVAILABLE/NOT

1.	of the Tug	AVAILABLE/NOT
2.		AVAILABLE/NOT
3.		AVAILABLE/NOT
4.	for the Tug based on the applicable rule and regulations	AVAILABLE/NOT

During the Technical evaluation the fulfillment of the minimum Technical Requirement, will be taken into account.

In the bid evaluation process, Hirer has the right to request clarifications on Bid Proposal which meets technical requirements. However, Hirer shall not accept any alterations or

Evaluation of commercial proposal will be carried out based on the best price offered by the bidder.

1. In nominating and appointing a Successful Bidder, Pertamina does not necessarily base its decision on the lowest Bid Price Proposal.
2. Successful Bidder must fulfill all its obligations set forth in this Bid Document.

Negotiation is conducted in two rounds

- a. At the time of closing
- b. Renegotiation (Written or Face to Face)

If the price is below the OE,

The Hirer shall pay the towing price to the appointed bid winner in a lumpsum basis, 7 (seven) working days after the completion of the towing services and after submission of all payment documents (Invoice, Tax Fature, and other required documents) completed by the Bid Winner to the Hirer.

In principal, this towing service shall be referred to the TOWCON 2008 contract form. However, the following specific provision declared by the Hirer shall be applied, and if there is any contradiction between the term and conditions of TOWCON 2008 with these specific provisions, then the term and conditions of the Specific Provision shall prevail.

- a. The Bidder has an obligation to provide a seaworthy tug with sufficient power to carry out the towing service. The tug shall be properly manned and equipped with a proper manning skill and adequate equipment. Further, the Bidder shall carry out the towing operation with due care and skill to ensure safe operation of the towing service.
- b.

- e. The Bidder shall be responsible for arranging and pay for all cost for all necessary licenses, authorization, permit required by the tug and the tow to undertake the towing operation.
- f. In the event the tow break away during the course of the towage operation, the tug shall render all reasonable and necessary service to re-connect the tow line without making any claim of salvage.
- g. No financial security will be provided by the Hirer to the Bidder.
- h. The Towing Price offered by the Bidder shall include all costs related with the towing service, including but not limited to charter of the tug, bunker, all insurance costs for the tug and the tow, port charges, transit cost (if any), tax and levies (except Value Added Tax will be borne by the Hirer), and any other costs to be paid for the towing operation.
- i. Interpretation and Governing Law : The validity and interpretation of the Agreement shall be governed by the laws of Indonesia.
- j. Dispute Resolution : All disputes arising from the execution of, in connection with, or arising out of the Agreement shall be settled through amicable consultation by the parties. In case no settlement can be reached within 60 days of commencement of such consultation or other mutually agreed date, the dispute shall be exclusively and finally settled by binding arbitration before a panel of three arbitrators in Badan Arbitrase

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Laycan (Time of Arrival at the Place of Departure)	
Estimated Time of Arrival at the Place of Destination	

As the bid documents, herewith we attached the following:

1.	, signed by the authorized person in the Bidders Company or to its appointed person with the formal that shall be attached on the bid document	AVAILABLE/NOT
2.	signed by the Authorized Person from the Bidders company, stating that the Bidder will comply to all the term and conditions of the Bid () and all the towing requirement refer to this term of reference and TowCon 2008 (International Ocean Towing Agreement)	AVAILABLE/NOT
3.	issued by the authorized institution	AVAILABLE/NOT
4.	in the previous towing operation executed by the company	AVAILABLE/NOT

1.	of the Tug	AVAILABLE/NOT
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