

CHAPTER IV

FINDINGS AND DISCUSSION

The research questions of this study are discussed in this chapter. This chapter describes the findings and discussions of the categories of binomial and multinomial expressions and the translation strategies employed.

1.1. Findings

The first research question concerns about the categories of binomial and multinomial expressions. Thus, categories of binomial and multinomial expressions are analyzed by applying Malkiel's categories, which are Near-synonyms, Complementary, Opposite, Subdivision, and Consequence. The second research question talks about translation strategies employed to translate binomial and multinomial expressions in the Subcontract. The translation strategies are investigated by employing Vinay and Darbelnet translation strategies that comprise seven translation procedures, namely Borrowing, Calque, Literal translation, Transposition, Modulation, Equivalence, and Adaptation.

The results show that binomial and multinomial expressions that found consist of 149 expressions. The most category found in binomial and multinomial expressions is Near-synonyms. Then, the most procedure employed in binomial expressions is Literal Translation and the most procedure employed in multinomial expressions is Mixed Procedures. The findings on the categories and procedures are further explained as follows:

1.1.1. Findings on the Categories of Binomial Expressions in Subcontract

Binomial expressions that found in “Subcontract Agreement: Mechanical and Piping Insulation” are 130 expressions. The number on the categories of binomial expressions found are shown in the following table.

No.	Subcontract Agreement	Categories of BE					Total
		NS	C	O	SD	CS	
1	Part 1: Agreement	12	3	1	1	-	17
2	Part 2: General Terms and Conditions	75	12	16	2	-	105
3	Part 3: Special Terms and Conditions	5	1	2	-	-	8
Total		92	16	19	3	-	130

Table 4.1. Findings on the Categories of Binomial Expressions in Subcontract

It can be seen from the table that Near-synonyms category consists of 92 expressions. The examples near-synonymous binomial expressions are *understandings and agreements*; *train and educate*; *warranties and guaranties*; *null and void*; and *fair and equitable*. Binomial expressions in Opposite category cover 19 expressions. The examples in this category include *ingress and egress*; *rights or obligation*; *increase or decrease*; *loading and unloading*; and *gross or net*. Binomial expressions in Complementary category consists of 16 expressions. The examples involve *made and signed*; *text or context*; *board and lodging*; *health and safety*; as well as *jointly and severally*. Then, Subdivision category comprise three binomial expressions. The examples include *partial or total*; *in whole or in part*; as well as *local and national*.

In order to summarize the findings, the categories of binomial expressions are also shown in the following chart.

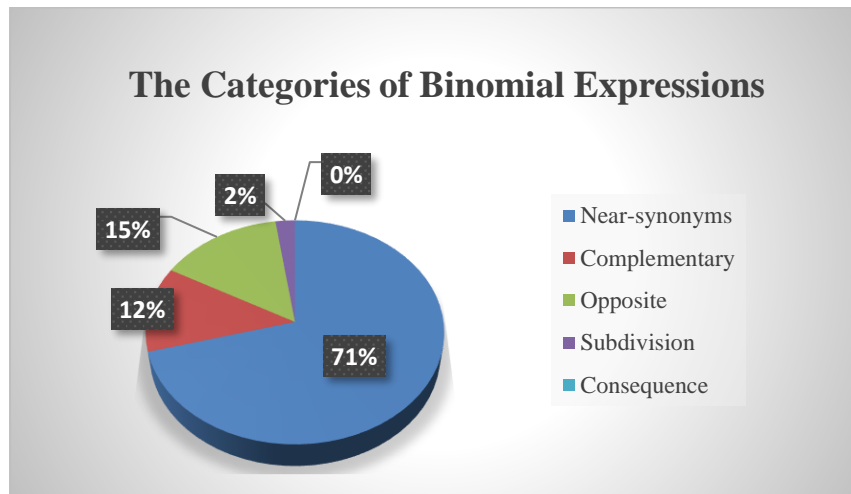


Figure 4.1. Chart of Findings on the Categories of Binomial Expressions in Subcontract

In conclusion, the most categories of binomial expressions found in the Subcontract are Near-synonyms (71%) that consist of 92 expressions, followed by Opposite (15%) that comprise 19 expressions, then Complementary (12%) which include 16 expressions, and lastly, Subdivision (2%) that have three expressions. However, binomial expression that considered as Consequence category is not found in the Subcontract.

1.1.2. Findings on the Categories of Multinomial Expressions in Subcontract

Multinomial expressions that found in the Subcontract are 19 expressions.

The number of categories are shown in the following table.

No.	Subcontract Agreement	Categories of ME					Total
		NS	C	O	SD	CS	
1	Part 1: Agreement	3	1	-	-	-	4
2	Part 2: General Terms and Conditions	11	2	-	-	-	13
3	Part 3: Special Terms and Conditions	2	-	-	-	-	2
Total		16	3	-	-	-	19

Table 4.2. Findings on the Categories of Multinomial Expressions in Subcontract

From the table and chart above, the categories that are found only Near-synonyms and Complementary. Near-synonyms category consists of 16 expressions (84%). The examples near-synonymous multinomial expressions are *preserve, protect, maintain, and keep; defects, damages, and imperfections; taxes, duties, and fees; laws, codes, rules and regulations, and damage, loss, or injury*. Then, Complementary category consists of three multinomial expressions (16%). The examples found involve *work, labor, effort, goods, materials and equipment; routes, signs and directions; as well as rights, obligations and tasks*.

In order to summarize the findings, the categories of multinomial expressions are also shown in the following chart.

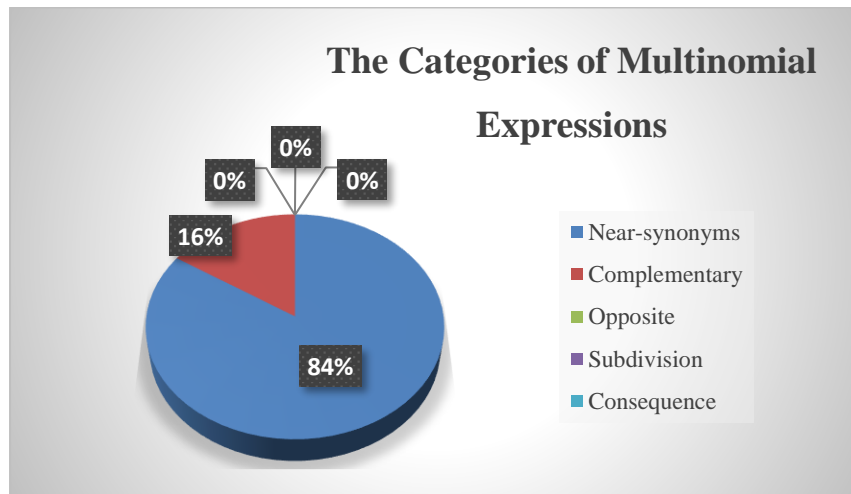


Figure 4.2. Chart of Findings on the Categories of Multinomial Expressions in Subcontract

In conclusion, the categories of multinomial expressions found in the Subcontract are Near-synonyms (84%) which is 16 expressions and Complementary (16%) which include three expressions. Nonetheless, neither Opposite, Subdivision, nor Consequence categories are found in multinomial expressions.

1.1.3. Findings on the Translation Procedures of Binomial Expressions in Subcontract

Binomial expressions that found are analyzed by employing Vinay and Darbelnet translation procedure. The findings of the translation procedures are shown in the following table.

No.	Categories of Binomial Expressions	Procedures of Binomial Expressions								Total
		B	C	LT	T	M	E	A	Mixed	
1	Near-synonyms	2	-	26	32	2	-	-	30	92
2	Opposite	1	-	9	5	1	-	-	3	19
3	Complementary	1	-	9	2	-	-	-	4	16
4	Subdivision	1	-	1	1	-	-	-	-	3
Total		5	-	45	40	3	-	-	37	130

Table 4.3. Findings on the Translation Procedures of Binomial Expressions in Subcontract

From the table above, binomial expressions are mostly translated by employing Literal Translation which means the translator followed the structure of the source language. Literal Translation is employed 45 times. The examples in this procedure include *pay and bear* (*membayar dan menanggung*); *fair and equitable* (*adil dan patut*); *made and signed* (*dibuat dan ditandatangani*); *execution and completion* (*pelaksanaan dan penyelesaian*); as well as *right and obligation* (*hak dan kewajiban*).

The second procedure is Transposition that is employed 40 times. The examples that are found include *successors and assigns* (*pengganti*); *complete and full* (*penuh*); *train and educate* (*mengadakan pelatihan dan pendidikan*);

roles and responsibilities (peran dan tanggung jawab); and partial or total (sebagian atau keseluruhan).

The third translation procedure is Mixed Procedures which means two or more translation procedures employed in one expression. Mixed procedures are employed 37 times. The examples comprise *suspend or delay* is translated into *menghentikan sementara atau menunda* (Transposition – Literal Translation procedures); *priority and requirement* is translated into *prioritas dan kebutuhan* (Borrowing – Literal Translation procedures); *doubt or confusion* is translated into *keraguan dan pertanyaan* (Literal Translation – Modulation procedures); *demands or claims* is translated into *tuntutan atau klaim* (Transposition – Borrowing & Transposition procedures); as well as *suppliers and vendors* is translated into *supplier dan vendor* (Borrowing & Transposition procedures).

The fourth is Borrowing procedure that is employed five times. The examples of this procedure include *text or context* (*teks atau konteks*); *quality or standard* (*kualitas standar*); *local and national* (*lokal dan nasional*); *information and data* (*data dan informasi*); as well as *mobilization and demobilization* (*mobilisasi dan demobilisasi*).

The last is Modulation procedure which is employed only three times. The examples of this procedure are *ingress and egress* (*pengiriman dan pengambilan*); *free and clear* (*secara lunas*); as well as *full force and effect* (*berlaku sah*).

In order to summarize the findings, the translation procedures of binomial expressions are shown in the following chart.

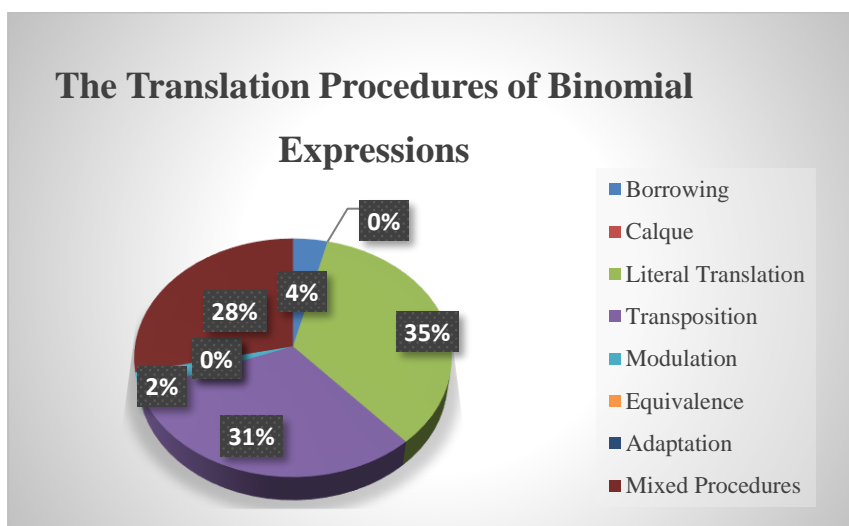


Figure 4.3. Chart of Findings on the Translation Procedures of Binomial Expressions in Subcontract

In brief, the most translation procedures of binomial expressions found in the Subcontract are Literal Procedures employed 45 times (35%), followed by Transposition that is employed 40 times (31%), Mixed Procedures employed 37 times (28%), Borrowing employed five times (4%), then Modulation that employed three times (2%). Meanwhile, the findings show that Calque, Equivalence, and Adaptation procedures are not employed in translating binomial expressions in the Subcontract.

1.1.4. Findings on the Translation Procedures of Multinomial Expressions in Subcontract

Multinomial expressions that are found, then also analyzed by applying Vinay and Darbelnet translation procedure. The findings of the translation procedures are shown in the table below.

No.	Categories of Multinomial Exp.	Procedures of Multinomial Expressions								Total
		B	C	LT	T	M	E	A	Mixed	
1	Near-synonyms	-	-	2	4	-	-	-	10	16
2	Complementary	-	-	-	1	-	-	-	2	3
Total		-	-	2	5	-	-	-	12	19

Table 4.3. Findings on the Translation Procedures of Multinomial Expressions in Subcontract

It can be seen that multinomial expressions are mostly translated by applying Mixed Procedures that employed 12 times. The examples of Mixed procedures comprise *certificates, licenses and permits* is translated into *sertifikat, lisensi dan perizinan* (Borrowing & Transposition – Borrowing & Transposition – Transposition procedures); *laws, codes, rules, and regulations* which is translated into *hukum, peraturan, undang-undang dan regulasi* (Transposition – Transposition – Transposition – Borrowing & Transposition procedures); *care, custody and control* is translated into *penjagaan, pemeliharaan dan penguasaan* (Modulation – Literal Translation – Literal Translation procedures); *termination, cancellation or expiration* is translated into *pengakhiran, pembatalan atau kadaluarsa* (Literal Translation – Literal Translation – Transposition procedures); and *materials, equipment and tools* is

translated into *material, perlengkapan dan peralatan* (Borrowing & Transposition – Literal Translation – Transposition).

The second translation procedure is Transposition that employed five times. The examples include *rights, obligations and tasks* (*hak, kewajiban dan tugas*); *taxes, duties and fees* (*pajak, bea dan biaya*); *attitudes, customs and usages* (*sikap, kebiasaan dan perilaku*); *fees, taxes, and expenses* (*biaya, pajak dan pengeluaran*) and *defects, damages and imperfections* (*kecacatan, kerusakan dan ketidaksempurnaan*). The last procedure is Literal Translation that is employed two times. The examples that are found include *damage, loss or injury* (*kerusakan, kerugian atau cedera*) and *preserve, protect, maintain, and keep* (*menjaga, melindungi, memelihara dan menyimpan*).

In order to sum up the findings, the translation procedures of multinomial expressions are shown in the following chart.

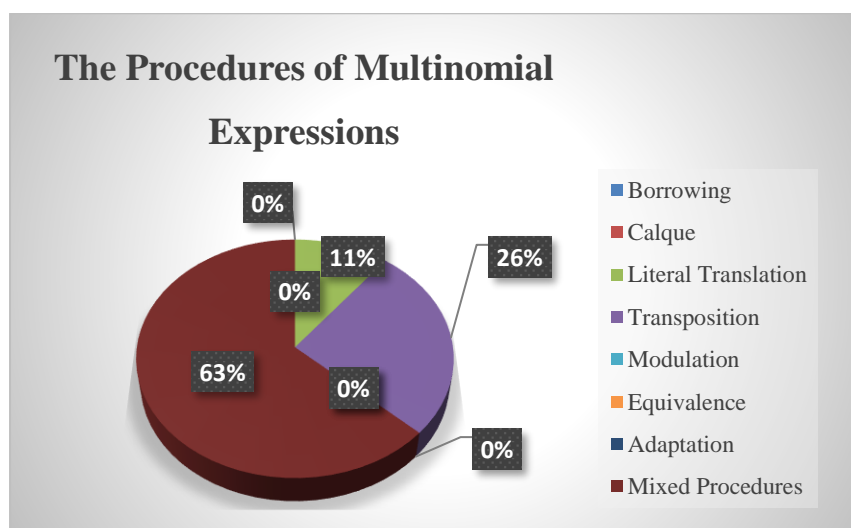


Figure 4.3. Chart of Findings on the Translation Procedures of Multinomial Expressions in Subcontract

In brief, the most translation procedures employed in multinomial expressions are Mixed Procedures which is 12 times (63%), followed by Transposition employed five times (26%), then Literal Translation employed two times (11%). However, Borrowing, Calque, Modulation, Equivalence, and Adaptation procedures are not employed in translating multinomial expressions.

1.2. Discussions

Binomial and multinomial expressions are categorized by identifying their semantic relationship based on Malkiel's categories to fulfill the first research question. In order to identify the categories, a monolingual dictionary is used to find out their semantic relationship by searching the meaning of each expressions, that is, *Oxford Advanced Learners Dictionary 8th Edition*. Monolingual specialized dictionary, *Black's Law Dictionary 10th Edition* also used to search the meanings in legal terms. In addition, *Oxford Learner's Thesaurus: A Dictionary of Synonyms* is also utilized to find out related or coherent words of binomial and multinomial expressions.

Then, to fulfill the second research question, the expressions that have been categorized are analyzed to know how binomial and multinomial expressions are translated by employing Vinay and Darbelnet translation procedures. In analyzing the procedure employed, *Kamus Inggris-Indonesia: An English-Indonesian Dictionary* and *Oxford Advanced Learner's Dictionary 8th Edition* are used to ensure the meanings of the expressions literally; *Pedoman Umum Ejaan Bahasa*

Indonesia 4th Edition; and *Kamus Besar Bahasa Indonesia 5th Edition* is also used to find out the word class of the target language.

1.2.1. Discussions on Categories of Binomial Expressions in the Subcontract

Several binomial expressions are taken as samples and explanations are given as the reason why they are categorized either as Near-synonyms, Opposite, Complementary, or Subdivision. Binomial expressions consist of elements that are related to each other semantically. Malkiel (as mentioned in Dámová, 2007) illustrates the first element of binomial expressions is represented as A and the second element is represented as B to facilitate the categorizing.

4.2.1.1. Near-synonyms

Malkiel (as mentioned in Dámová, 2007) illustrates a pattern for this category as, *A and B are near-synonyms*. The first element is near-synonyms to the second elements and so on. He further explains that the functions of this category are “to add color and emphasis to a bare statement.” The samples in this category are described below:

Sample 1:

Part 1: Agreement Number 4

C. The Parties have engaged in various discussions and wish to memorialize certain **understandings and agreements** regarding their respective rights, obligations and tasks in respect of the appointment of SUBCONTRACTOR by MAIN CONTRACTOR.

Explanation 1:

Agreement is the other word of Understanding. As seen in *Black's Law Dictionary*, “agreement” is a mutual understanding between two or more persons about their relative rights and duties regarding past or future performances and “understanding” is an agreement, especially of an implied or tacit nature. Thus, understandings and agreements (Nouns) are considered as near-synonyms.

Sample 2:

Part 2: General Terms and Conditions Number 32

14.2. SUBCONTRACTOR shall be responsible to keep itself aware of the Hazardous conditions, the rescue procedures, security procedure, safety devices etc. and to also **train and educate** its employees and those its subcontractors on these aspects.

Explanation 2:

Train and educate (Verbs) are near-synonyms because they have identical meanings that concern about teaching. As seen in *Oxford Advanced Learner's Dictionary*, “train” is to teach a person or an animal the skills for a particular job or activity and “educate” is to teach somebody about something or how to do something. Thus, the expression is categorized as Near-synonyms.

Sample 3:

Part 2: General Terms and Conditions Number 40

16.1. In addition to any other **warranties and guaranties** set forth in this SUBCONTRACT, SUBCONTRACTOR warrants and undertakes:

Explanation 3:

Warranties and guaranties (Nouns) has similar meanings since they concern about assurance. According to *Oxford Advanced Learner's Dictionary*, “warranty” is a written agreement in which a company selling something promises to repair or replace it, if there is a problem within a particular period of time and “guarantee” is a written promise given by a company that something you buy will be replaced or repaired without payment if it goes wrong within a particular period. Thus, warranties and guaranties are considered as Near-synonyms.

Sample 4:

Part 2: General Terms and Conditions Number 48

17.1. Any assignment of SUBCONTRACTOR rights or obligation under this SUBCONTRACT or of any partial or total interest herein including, but not limited to, any monies due or to become due to the SUBCONTRACTOR hereunder, whether voluntary or by operation or law otherwise without the MAIN CONTRACTOR prior written consent shall be **null and void**.

Explanation 4:

As seen in *Black's Law Dictionary*, “null” means having no legal effect; without binding force, and “void” means no legal effect or to null. Thus, null and void (Adj) are near-synonyms since it has same meaning, that is, invalid or unenforceable.

Sample 5:

Part 2: General Terms and Conditions Number 55

c. liability for fraud, fraudulent, misrepresentation, gross negligence and willful misconduct, or indemnities for **fin**es and **penalties** for violation of any Applicable Laws;

Explanation 5:

As seen in *Black's Law Dictionary*, “fine” is a pecuniary criminal punishment or civil penalty payable to the public treasury and “penalty” is punishment imposed on a wrongdoer, usually in the form of imprisonment or fine. Thus, fines and penalties (Nouns) are considered as near-synonyms since they refer to punishment.

4.2.1.2. Opposite

The pattern of Opposite category given by Malkiel (as mentioned in Dámová, 2007) is, *B is the opposite of A*. In other words, this category is

indicated by two elements that are contradictory. The samples in this category are described as follows:

Sample 1:

Part 2: General Terms and Conditions Number 21

9.4. In the event any portion of the Services or WORK is to be performed in Indonesia, as to any equipment, materials or other items required for performance of the Services or WORK by SUBCONTRACTOR in Indonesia that are imported into Indonesia, whether the importation is done by SUBCONTRACTOR, in the name of the SUBCONTRACTOR or in the name of the MAIN CONTRACTOR, SUBCONTRACTOR shall be responsible for, and shall bear all costs and expenses of, importing into and exporting from Indonesia any such Services or WORK, equipment and materials, and the **ingress and egress** of the SUBCONTRACTOR group personnel to and from Indonesia, as necessary to perform the Services or WORK. It is expressly understood and agreed that the SUBCONTRACTOR shall only import such quantity of items necessary for the SUBCONTRACTOR performance of the Services or WORK in Indonesia, as applicable.

Explanation 1:

According to *Black's Law Dictionary*, "ingress" is the right or ability to enter or access, while "egress" is the right or ability to leave or a way of exit. The elements contradict to each other. Thus, ingress and egress (Nouns) are regarded as Opposite.

Sample 2:

Part 2: General Terms and Conditions Number 48

17.1. Any assignment of SUBCONTRACTOR **rights or obligation** under this SUBCONTRACT or of any partial or total interest herein including, but not limited to, any monies due or to become due to the SUBCONTRACTOR hereunder, whether

voluntary or by operation or law otherwise without the MAIN CONTRACTOR prior written consent shall be null and void.

Explanation 2:

Rights or obligation (Nouns) are regarded as Opposite, as “right” is a legally enforceable claim that another will do or will not do a given act. While, “obligation” is a legal or moral duty to do or not to do something (*Black’s Law Dictionary*). It can be seen that, “right” is One’s claim to do or not to do something. On the other hand, obligation is more to the duty that should be undertook. The first element contradicts to the second. Thus, the expression is categorized as Opposite.

Sample 3:

Part 2: General Terms and Conditions Number 62

26.4. In the event of a variation under Article 4 (Change of Scope of Work), which results in an **increase or decrease** in the SUBCONTRACT Price, the maximum amounts available under the Performance Bond pursuant to this Article 26 shall be **increased or decreased** accordingly, and the SUBCONTRACTOR shall deliver a replacement Performance Bond to cover such increased or decreased maximum amount issued by an entity meeting the requirements of Article 26. Replacement of Performance Bond shall be delivered duly executed to the MAIN CONTRACTOR no later than 14 (fourteen) working days following the variation of SUBCONTRACT Price.

Explanation 3:

Increase or decrease (Nouns) belong to opposite, because “increase” is a rise in the amount, number or value of something. On the other hand, “decrease” is the process of reducing something or the amount that something

is reduced by (*Oxford Advanced Learner's Dictionary*). The expression concerns about rise and fall. The elements contradict to each other.

Sample 4:

Part 2: General Terms and Conditions Number 69

26.3. All Risks Equipment Insurance, insuring at all times while performing Services or WORK under the SUBCONTRACT, SUBCONTRACTOR shall maintain All Risks Equipment Insurance (alternatively called Construction Plant & Equipment All Risk Insurance) including but not limited to transit (**loading and unloading**) equal to the full value of all SUBCONTRACTOR's obligations and liabilities in connection with the Services or WORK to be performed under the SUBCONTRACT.

Explanation 4:

Loading and unloading (Verbs) are considered as Opposite. As seen in *Oxford Advanced Learner's Dictionary*, "loading" means to put a large quantity of things into something. On the other hand, "unloading" means to remove things from vehicle or ship after it has taken them somewhere. To put and to remove mutually contradict. Thus, the expression belongs to Opposite.

Sample 5:

Part 2: General Terms and Conditions Number 73

31.1. SUBCONTRACTOR shall defend, indemnify and hold harmless each member of MAIN CONTRACTOR and/or COMPANY Group from and against all claims by liabilities and damages in respect of fines and penalties, fees or other consequences imposed by any governmental or taxing authority for taxes or other assessments bases on **gross or net** income or any other base of any member of SUBCONTRACTOR group in respect of the Services or WORK in this SUBCONTRACT.

Explanation 5:

As seen in *Oxford Advanced Learner's Dictionary*, “gross” is being the total amount of something before anything is taken away, while “net” is amount that remains when nothing more is to be taken away. Thus, gross or net (Adj) are considered as Opposite.

4.2.1.3. Complementary

Complementary category has pattern to determine binomial expressions. Malkiel (as mentioned in Dámová, 2007) gives a pattern of this category as, *A and B are mutually complementary*. In other words, it is indicated by dualistic concept. The samples in this category are described as follows:

Sample 1:

Part 1: Agreement Number 1

This SUBCONTRACT is **made and signed** as of EFFECTIVE DATE by and between:

Explanation 1:

“Make” means to legally perform, as by executing, signing, or delivering (a document). “Sign” means to identify (a record) by means of a signature, mark, or other symbol with the intent to authenticate it as an act or agreement of the person identifying it (*Black's Law Dictionary*). Thus, made and signed

(Verbs) are considered as mutually complementary, since the Subcontract is legally performed by signing it.

Sample 2:

Part 1: Agreement Number 2

PT. XYZ, a limited liability company duly established and existing under the laws of the Republic of Indonesia, domiciled in Jakarta and having its address at ..., in this matter represented by ..., in his capacity as Director of Operation, and therefore legally acting for and on behalf of PT. XYZ (hereafter referred to as "... or ... or MAIN CONTRACTOR interchangeably" which expression shall unless repugnant to the **text or context** include its successors and assigns); and

Explanation 2:

"Text" is any form of written material and "context" is the words that come just before and after a word, phrase or statement and help you to understand its meaning (*Oxford Advanced Learner's Dictionary*). Thus, text or context (Nouns) are counted as mutually complementary, because the reception of a text occurs within a context. A text is meaningless without context in it.

Sample 3:

Part 2: General Terms and Conditions Number 27

12.1.3. the SUBCONTRACTOR shall pay and bear any contribution to any pension fund and all other such welfare payments, taxes (including any withholding of taxes required by the Republic of Indonesia), insurance, **board and lodging**, medical assistance, travelling expenses and charges.

Explanation 3:

“Board” is the meals that are provided when you stay in a hotel, guest house, etc. “Lodging” is a temporary accommodation (*Oxford Advanced Learner’s Dictionary*). Thus, board and lodging (Nouns) are considered as mutually complementary, since they refer to a room to stay in and all meals are provided.

Sample 4:

Part 2: General Terms and Conditions Number 28

SUBCONTRACTOR shall comply with Applicable Law of Indonesia relating to employment of Indonesian nationals. Without limiting the generality of the foregoing. SUBCONTRACTOR agrees to observe Applicable Law of Indonesia relating to a minimum age for employment of children, minimum wages, acceptable conditions of work, hours of work, occupational **health and safety**, and use of illegal immigrants or forced labor.

Explanation 4:

“Health” is the condition of a person’s body or mind. “Safety” is the state of being safe and protected from danger or harm (*Oxford Advanced Learner’s Dictionary*). Thus, health and safety (Nouns) are considered as Complementary, due to the fact that Employers are required to keep the workplace free from recognized hazards that cause death or serious physical harm and to make sure that their employees are working in healthy and safe conditions.

Sample 5:

Part 2: General Terms and Conditions Number 83

In the event the SUBCONTRACTOR shall be under the consortium agreement, each and every obligation of SUBCONTRACTORS under this SUBCONTRACTOR hereby expressly acknowledges that they are **jointly and severally** liable to MAIN CONTRACTOR for performance under this SUBCONTRACTOR.

Explanation 5:

Jointly and severally (Adv) are regarded as mutually complementary, since in this context, it refers to the liability that may be apportioned either among two or more parties. Thus, each liable party is individually responsible for the entire obligation, but a paying party may have a right of contribution or indemnity from nonpaying parties (*Black's Law Dictionary*).

4.2.1.4. Subdivision

The pattern of this category as given by Malkiel (as stated in Dámová, 2007), is *B is a subdivision of A or vice versa*. This category is indicated by word pairs that one of them is part of another. The samples are discussed as follows:

Sample 1:

Part 1: Agreement Number 11

4.3. SUBCONTRACTOR acknowledges that all appropriate allowances for the matter and conditions available have been taken into account in calculating SUBCONTRACT PRICE and determining the time of completion. No increase in the

SUBCONTRACT PRICE and no extension of the time of completion of the Services based **in whole or in part** upon any discrepancy between the actual conditions encountered by the SUBCONTRACTOR shall be provided.

Explanation 1:

In whole or in part (Nouns) are considered as Subdivision, because as seen in *Oxford Advanced Learner's Dictionary*, “whole” is defined as a thing that is complete in itself. Meanwhile, “part” is defined as some but not all of a thing. In other word, parts make a whole. Thus, part is regarded a Subdivision of a whole.

Sample 2:

Part 2: General Terms and Conditions Number 8

The SUBCONTRACTOR shall be responsible for obtaining all information necessary for the Services or WORKS and shall be deemed to have included in the SUBCONTRACT Price allowances for the matters listed in the SUBCONTRACT, all risks, contingencies, **local and national** conditions, legal requirements, customs, policies, practices and all other conditions and requirements affecting the provision of the Services or WORKS including availability of labor, wage levels, safety requirements and environmental risks.

Explanation 2:

“Local” means belonging to or connected with the particular place or area that you are talking about or with the place where you live. “National” means connected with particular nation; shared by a whole nation (*Oxford Advanced Learner's Dictionary*). Thus, local and national (Adj) are regarded as Subdivision, since local is part of a nation.

Sample 3:**Part 2: General Terms and Conditions Number 47**

17.1. Any assignment of SUBCONTRACTOR rights or obligation under this SUBCONTRACT or of any **partial or total** interest herein including, but not limited to, any monies due or to become due to the SUBCONTRACTOR hereunder, whether voluntary or by operation or law otherwise without the MAIN CONTRACTOR prior written consent shall be null and void.

Explanation 3:

Partial or total (Adj) are considered as Subdivision. As seen in *Oxford Advanced Learner's Dictionary*, “partial” is defined as not complete or whole. Meanwhile, “total” is defined as including everything or complete. In other word, several parts make a whole. Thus, part is considered as a Subdivision of a whole.

1.2.2. Discussions on Categories of Multinomial Expressions in the Subcontract

Numerous multinomial expressions are taken as samples and explanations are given as the reason why they are categorized as Near-synonyms or Complementary. The representations of multinomial categories are similar to binomial ones. The difference is, multinomial expressions consist of more than two elements. Thus, they are represented with additional representation such as C, D, and so forth depend on their elements.

4.2.2.1. Near-synonyms

The pattern of this category is similar to the Near-synonyms category in binomial expressions. However, the elements in multinomial expressions consist of more than two words. Thus, the pattern can be formulated as *A, B, C and D are near-synonyms*. The samples of this category are described as follows:

Sample 1:

Part 1: Agreement Number 9

4.1. The SUBCONTRACTOR shall pay all **taxes, duties and fees** required to be paid by it under the SUBCONTRACT, and the SUBCONTRACT PRICE stated in SO shall not be adjusted for any of these costs.

Explanation 1:

Taxes, duties and fees (Nouns) are considered as Near-synonyms. As seen in *Black's Law Dictionary*, “tax” refers to a charge imposed by the government on persons, entities, transactions or property to yield public revenue. “Duty” indicates a tax imposed on a commodity or transaction, especially on imports. “Fee” concerns to a charge or payment for labor or services, especially professional services. Thus, either taxes, duties or fees refer to a charge.

Sample 2:

Part 2: General Terms and Conditions Number 43

16.7. The SUBCONTRACTOR shall be solely and fully liable for **defects, damages, and imperfections** in respect if the Services or WORK under Warranty Period hereinafter prescribed and shall repair, replace or make good with all possible speed and its expense any and all defects, imperfections and damages in the Services or WORK or any part thereof, fair wear and tear expected, which may appear, be found or occur during the Warranty Period pursuant to this Article if such defects, damages or imperfections are caused by or arisen from:

Explanation 2:

According to *Oxford Advanced Learner's Dictionary*, “defect” is a fault in something or in the way it has been made which means that it is not perfect. “Damage” is physical harm caused to something which makes it less attractive, useful or valuable. “Imperfection” is a fault or weakness in something. Thus, defects, damages, and imperfections (Nouns) are regarded as Near-synonyms, because it indicates same meanings, that is, fault or flaw.

Sample 3:

Part 2: General Terms and Conditions Number 72

The SUBCONTRACTOR shall promptly or upon such other data as is specified in the notice discontinue all WORKS being terminated and shall execute instructions in a prompt and ordinary like manner, SUBCONTRACTOR shall **preserve, protect, maintain and keep** material or its part completed at the time of termination in good condition in accordance with MAIN CONTRACTOR instruction.

Explanation 3:

Preserve, protect, maintain and keep (Verbs) are indicated as to keep something safe against harm, injury, or damage. As seen in *Oxford Advanced Learner's Dictionary*, “preserve” means to keep something safe from harm or danger. “Protect” is to make sure that something is not harmed, injured, or damaged. “Maintain” means to keep a building, a machine, etc. in good condition by checking or repairing it regularly. “Keep” is to protect from something. Thus, the expression is considered as Near-synonyms.

Sample 4:

Part 2: General Terms and Conditions Number 77

42.4. Applicable Laws

The SUBCONTRACTOR represents, warrants and undertakes that it has knowledge of all Applicable Laws pertaining to the Services or WORK and that the Services or WORK shall fully comply with all Applicable **Laws, codes, rules and regulations** and industry standards which now or in the future may pertain to its business, material and personnel engaged in, or in any manner connected with, the SUBCONTRACTOR's performance of Services or WORK under this SUBCONTRACT.

Explanation 4:

Laws, codes, rules and regulations (Nouns) are regarded as Near-synonyms since all of them concerning about rules. According to *Oxford Advanced Learner's Dictionary*, “law” is a rule that deals with particular crime, agreement, etc. “Code” is a set of moral principles or rules of behavior that are generally accepted by society or a social group. “Rule” is a statement

of what may, must, or must not be done in a particular situation. “Regulation” is an official rule made by a government or some other authority.

Sample 5:

Part 3: Special Terms and Conditions Number 1

CONSEQUENTIAL LOSS

Means any **damage, loss, or injury** of whatsoever nature which flows from a consequence or result of the act or omission in question including, without limitation, special damages, any loss or anticipated loss of profit, loss or anticipated loss of revenue, business interruption, loss of use of any equipment, loss of any contract or other business opportunity and any other loss of a similar nature.

Explanation 5:

As seen in *Black’s Law Dictionary*, “damage” is loss or injury to person or property, esp. physical harm that is done to something or to part of someone’s body. “Loss” is an undesirable outcome of a risk; the disappearance or diminution of value, usually in an unexpected or relatively unpredictable way. “Injury” means any harm or damage. It can be concluded that the expression refers to harms. Thus, damage, loss, or injury (Nouns) are considered as Near-synonyms.

4.2.2.2. Complementary

The pattern of Complementary in multinomial expressions can be formulated as, *A, B, C and D are mutually complementary*. The samples in this category are described as follows:

Sample 1:

Part 1: Agreement Number 4

C. The Parties have engaged in various discussions and wish to memorialize certain understandings and agreements regarding their respective **rights, obligations and tasks** in respect of the appointment of SUBCONTRACTOR by MAIN CONTRACTOR.

Explanation 1:

Rights, obligations and tasks (nouns) are considered as Complementary. As seen in *Black's Law Dictionary*, “right” means something that is due to a person by just claim, legal guarantee, or moral principle. “Obligation” indicates a legal or moral duty to do or not to do something. “Task” denotes a piece of work that somebody has to do, especially a hard or unpleasant one. As they are required to be described clearly that intended for the implementation of the understandings and agreements. Thus, the expression is mutually complementary.

Sample 2:

Part 2: General Terms and Conditions Number 2

The Services or Work

Means all services or any portion of it to be provided by the SUBCONTRACT, including without limitation all **work, labor, effort, goods, materials and equipment** to be provided and/or performed by SUBCONTRACTOR, at its own cost and expense. In strict accordance with the functional, performance, other specification and all other terms and conditions of this SUBCONTRACT.

Explanation 2:

Work, labor, effort, goods, materials and equipment (Nouns) are regarded as mutually complementary, because if one of them is not available, the Works cannot be performed. Effort, goods, materials and equipment are needed for the labors to do their work.

Sample 3:

Part 2: General Terms and Conditions Number 25

11.13.2. the SUBCONTRACTOR shall provide all necessary signs or directions along access routes, and shall obtain any permission which may be required from the relevant authorities for its use of **routes, signs and directions**.

Explanation 3:

As seen in *Oxford Advanced Learner's Dictionary*, “route” is a way that you follow to get from one place to another. “Sign” is a piece of paper, wood or metal that has writing or a picture on it that gives information, instructions, a warning, etc. “Direction” means instruction about where to go. Thus, routes, signs and directions (Nouns) are mutually complementary, as they are together form a useful combination for guiding and helping us to get from one place to another.

1.2.3. Discussions on Translation Procedures of Binomial Expressions in the Subcontract

A number of binomial expressions are taken as samples. Then, the expression is discussed by giving explanations as the reason why they are categorized as Literal Translation, Transposition, Mixed Procedures, Borrowing, or Modulation procedures.

4.2.3.1. Literal Translation

Literal translation is word-for-word translation. It is employed when source language is translated into target language grammatically and idiomatically. This procedure is employed 45 times in the Subcontract that comprises 26 times in Near-synonyms category, nine times employed in Opposite category and also nine times in Complementary category. Then, one time is employed in Subdivision category. Some samples are discussed below:

Sample 1:

Part 1: Agreement Number 1

Source Text	Target Text
This SUBCONTRACT is made and signed as of EFFECTIVE DATE by and between:	PERJANJIAN SUBKONTRAK ini dibuat dan ditandatangani pada TANGGAL EFEKTIF oleh dan antara:

Explanation 1:

Made and signed (Verbs) is translated into *dibuat dan ditandatangani* (*Kata Kerja*). The expression is formed in passive voice of the words “make” and “sign.” As seen in *Kamus Inggris-Indonesia: An English-Indonesian Dictionary*, “make” means *membuat, mendapat, mencapai, membikin, and menjadi*. “Sign” means *menandatangani, membubuhkan, and menaruhkan*. The translator chose the words *membuat* and *menandatangani* as the translation. However, as the expression is formed in passive voice, the translator changed them into *dibuat* and *ditandatangani*. Thus, the procedure employed is Literal Translation.

Sample 2:

Part 2: General Terms and Conditions Number 9

Source Text	Target Text
3.1.1. the SUBCONTRACT Price covers all the SUBCONTRACTOR's obligations under the SUBCONTRACT (including those under Provisional Sums, if any) and all things necessary for the proper design, execution and completion of the Works and the remedying of any Defects;	3.1.1. harga SUBKONTRAK meliputi seluruh kewajiban SUBKONTRAKTOR sesuai dengan SUBKONTRAK (termasuk kewajiban yang tercantum dalam Provisional Sums, jika ada) dan segala yang dibutuhkan untuk perencanaan yang tepat, pelaksanaan, dan penyelesaian PEKERJAAN dan perbaikan atas segala kerusakan yang terjadi.

Explanation 2:

Execution and completion (Nouns) is literally translated into *pelaksanaan dan penyelesaian (Kata Benda)*. As seen in *Kamus Inggris-Indonesia: An English-Indonesian Dictionary*, “execution” means *pelaksanaan, hukuman mati, pembuatan, and penandatanganan*. “Completion” means *penyelesaian*. The translator chose the words *pelaksanaan* and *penyelesaian* as the translation. Thus, the procedure employed belongs to Literal Translation.

Sample 3:

Part 2: General Terms and Conditions Number 27

Source Text	Target Text
12.1.3. the SUBCONTRACTOR shall pay and bear any contribution to any pension fund and all other such welfare payments, taxes (including any withholding of taxes required by the Republic of Indonesia), insurance, board and lodging, medical assistance, travelling expenses and charges.	12.1.3. SUBKONTRAKTOR harus membayar dan menanggung segala iuran apapun terkait dana pensiun dan pembayaran kesejahteraan lainnya, pajak-pajak (termasuk pemotongan pajak yang dipersyaratkan oleh Republik Indonesia), asuransi, tempat tinggal dan penginapan, bantuan medis, pengeluaran dan biaya perjalanan.

Explanation 3:

Pay and bear (Verbs) is translated word-for-word into *membayar dan menanggung (Kata Kerja)*. As seen in *Kamus Inggris-Indonesia: An English-Indonesian Dictionary*, “pay” is translated into *membayar* and “bear” is translated into *memikul, menunjang, menanggung, and mengemban*. The

translator chose *membayar* and *menanggung* as the translation. Thus, the procedure employed is Literal Translation.

Sample 4:

Part 2: General Terms and Conditions Number 53

Source Text	Target Text
22.1.11. any attempted assignment by SUBCONTRACTOR of its right and obligation under this SUBCONTRACT without the prior written consent of MAIN CONTRACTOR;	22.1.11. segala bentuk usaha untuk pengalihan PEKERJAAN oleh SUBKONTRAKTOR atas hak dan kewajibannya di dalam SUBKONTRAK ini tanpa izin tertulis KONTRAKTOR UTAMA terlebih dahulu;

Explanation 4:

Right and obligation (Verbs) is translated word-for-word into *hak dan kewajiban* (*Kata Kerja*). As seen in *Kamus Inggris-Indonesia: An English-Indonesian Dictionary*, “right” is translated into *kanan, hak, keadilan*, and *kebenaran* and “obligation” is translated into *kewajiban*. The translator chose *hak* as the translation of “right” since the context is about the assignment of Subcontractor in the Subcontract. Thus, the procedure employed is considered as Literal Translation.

Sample 5:**Part 3: Special Terms and Conditions Number 5**

Source Text	Target Text
<p>If, as a result of any new tax law or change in tax law in The Republic of Indonesia enacted after the EFFECTIVE DATE that is applicable to SUBCONTRACTOR with respect to WORK performed under this SUBCONTRACT, SUBCONTRACTOR's costs are increased or decreased the MAIN CONTRACTOR and SUBCONTRACTOR shall in good faith discuss a fair and equitable reflection in the SUBCONTRACT PRICE of any such changes or new tax law.</p>	<p>Jika, karena adanya hukum perpajakan yang baru atau perubahan pada hukum perpajakan di Republik Indonesia yang berlaku setelah TANGGAL EFEKTIF terhadap SUBKONTRAKTOR berkenaan dengan PEKERJAAN yang dilaksanakan berdasarkan SUBKONTRAK, yang mengakibatkan naik atau turunnya biaya-biaya SUBKONTRAKTOR, maka KONTRAKTOR UTAMA dan SUBKONTRAKTOR dengan itikad baik akan membicarakan penyesuaian yang adil dan patut terhadap NILAI SUBKONTRAK dengan adanya perubahan ketentuan pajak atau hukum Perpajakan yang baru tersebut.</p>

Explanation 5:

Fair and equitable (Adj) is translated literally into *adil dan patut* (*Kata Sifat*). As seen in *Kamus Inggris-Indonesia: An English-Indonesian Dictionary*, the literal translations of “fair” are *adil*, *cukup*, and *wajar*. The translations of “equitable” are *pantas*, *patut*, *wajar*, and *adil*. The translator chose *adil* as the translation of “fair” and *patut* as the translation of “equitable.” Thus, the procedure employed belongs to Literal Translation.

4.2.3.2. Transposition

Transposition is used when replacing word class or part of speech into another without changing the meaning. In addition, transposition can also change the grammar, for example: plural into singular. The transposition procedures employed 40 times in the Subcontract with 32 times are employed in Near-synonyms category, five times are employed in Opposite category, two times are employed in Complementary category, and one time is employed in Subdivision category. Some samples are discussed below:

Sample 1:

Part 1: Agreement Number 2

Source Text	Target Text
PT. XYZ, a limited liability company duly established and existing under the laws of the Republic of Indonesia, domiciled in Jakarta and having its address at ..., in this matter represented by ..., in his capacity as Director of Operation, and therefore legally acting for and on behalf of PT. XYZ (hereafter referred to as "... or ... or MAIN CONTRACTOR interchangeably" which expression shall unless repugnant to the text or context include its successors and assigns); and	PT. XYZ, suatu perusahaan yang berdiri dan dibentuk di bawah hukum Republik Indonesia, berdomisili di Jakarta dengan alamat ..., dalam hal ini diwakili oleh ..., dalam kapasitasnya sebagai Direktur Operasi, dan oleh karena itu secara hukum bertindak untuk dan atas nama PT. XYZ (selanjutnya disebut ... atau ... atau KONTRAKTOR UTAMA kecuali jika ungkapan ini tidak sesuai dengan teks atau konteks termasuk penggantinya); dan

Explanation 1:

Successors and assigns (Nouns) is translated into only one word and grammatically changed from plural into singular form, that is, *pengganti* (*Kata Benda*). The translation does not change the meaning of the message. As seen in *Black's Law Dictionary*, “successor” means someone who succeeds to the office, rights, responsibilities, or place of another. “Assign” means someone to whom property rights or powers are transferred by another. Then, in *Kamus Inggris-Indonesia: An English-Indonesian Dictionary*, “successor” is translated into *pengganti*, while “assign” is only translated in Verb form, not in Noun form. It can be concluded that, the translator tended to translate the expression in one word since the elements have same meanings. Thus, the expression is translated by employing Transposition procedure.

Sample 2:

Part 2: General Terms and Conditions Number 22

Source Text	Target Text
<p>10.2. Design Explanation</p> <p>In order for the SUBCONTRACTOR to be fully cooperative with the MAIN CONTRACTOR in regard to engineering calculations, it shall not be possible for the SUBCONTRACTOR or any of its subcontractors to use proprietary programs (whether owned by themselves or other) which do not allow complete and full access to all calculations and the internal calculating techniques. The</p>	<p>10.2. Penjelasan Desain</p> <p>Dalam kaitan SUBKONTRAKTOR dapat sepenuhnya bekerja sama dengan KONTRAKTOR UTAMA terkait dengan perhitungan enjiniring, tidak ada yang mungkin bagi SUBKONTRAKTOR atau subkontraktor lainnya untuk menggunakan program yang sudah dipatenkan (baik milik mereka atau lainnya) yang tidak diperkenankan untuk diakses penuh seluruh kalkulasi</p>

<p>SUBCONTRACTOR and its subcontractors shall not use such programs in any of the Services or WORK hereunder. “Access” means complete revelation of any and all information, all calculations, and all information and data (and the records thereof) requested by the MAIN CONTRACTOR, in a complete, full and cooperative manner by the SUBCONTRACTOR and its subcontractors. When requested, such access shall include detailed explanation of calculations, methodology, programs and with special emphasis on any design criteria compromises.</p>	<p>dan teknik kalkulasi internal. SUBKONTRAKTOR dan subkontraktornya tidak boleh menggunakan program tersebut dalam pelaksanaan PEKERJAAN. “Akses” berarti mengungkapkan semua informasi, kalkulasi, data dan informasi (dan catatannya) yang diminta oleh KONTRAKTOR UTAMA dengan cara yang kooperatif dengan SUBKONTRAKTOR dan subkontraktornya. Apabila diminta, akses tersebut harus mencakup penjelasan detil atas kalkulasi, metodologi, program dan dengan penekanan khusus pada desain kriteria-kriteria.</p>
---	---

Explanation 2:

Complete and full (Adj) is translated to *penuh* (Kata Sifat). The expression is translated into one word. However, the translation does not change the meaning of message. In *Kamus Inggris-Indonesia: An English-Indonesian Dictionary*, “complete” is translated to *lengkap*, *sempurna*, and *yang menyeluruh* and “full” is translated into *penuh* and *lengkap*. In this case, the translator chose to translate the expression only in one word, that is, *penuh* since the elements have same meanings, which is, to the greatest degree possible. Thus, the expression is translated by employing Transposition procedure.

Sample 3:

Part 2: General Terms and Conditions Number 31

Source Text	Target Text
14.1.4. ensure the competency (including the level of training, experience and authorization) of the SUBCONTRACTOR's Personnel to undertake their roles and responsibilities in regards to any and all project specific health, safety and environmental protection requirements;	14.1.4. memastikan kompetensi karyawan SSUBKONTRAKTOR (termasuk tingkat pelatihan, pengalaman, dan kewenangan) untuk melaksanakan peran dan tanggung jawab mereka berkenaan dengan persyaratan keselamatan, keamanan dan perlindungan lingkungan;

Explanation 3:

Roles and responsibilities (Nouns) is translated into *peran dan tanggung jawab* (Kata Benda). As seen in *Kamus Inggris-Indonesia: An English-Indonesian Dictionary*, “role” is translated into *peran* and *tugas*. “Responsibility” is translated into *tanggung jawab*. The expression is translated by changing the plural form to singular, but do not change the meanings. Thus, the procedure that is employed is Transposition.

Sample 4:

Part 2: General Terms and Conditions Number 32

Source Text	Target Text
14.2. SUBCONTRACTOR shall be responsible to keep itself aware of the Hazardous conditions, the rescue procedures, security procedure, safety devices etc and to also train and educate its employees and those its subcontractors on these aspects.	14.2. SUBKONTRAKTOR harus bertanggung jawab dalam menyadari kondisi-kondisi yang akan membahayakan, prosedur penyelamatan, prosedur keamanan, sarana keselamatan, dll dan juga mengadakan pelatihan dan pendidikan untuk karyawannya serta subkontraktornya mengenai aspek-aspek ini.

Explanation 4:

Train and educate (Verbs) is translated into *mengadakan pelatihan dan pendidikan (Frasa Verba)*. In *Kamus Inggris-Indonesia: An English-Indonesian Dictionary*, “train” means *melatih* or *mendidik* and “educate” means *mendidik*. The translator changed the word class from verb into verb phrase, that is, *melatih* is changed into *mengadakan pelatihan* as well as *mendidik* is changed into *mengadakan pendidikan*. However, this alteration does not change the meanings. Thus, the procedure employed is Transposition.

Sample 5:

Part 2: General Terms and Conditions Number 47

Source Text	Target Text
17.1. Any assignment of SUBCONTRACTOR rights or obligation under this SUBCONTRACT or of any partial or total interest herein including, but not limited to, any monies due or to become due to the SUBCONTRACTOR hereunder, whether voluntary or by operation or law otherwise without the MAIN CONTRACTOR prior written consent shall be null and void.	17.1. Segala pengalihan dari hak atau kewajiban SUBKONTRAKTOR menurut SUBKONTRAK ini atau sebagian atau keseluruhan kepentingan di dalam ini, termasuk, namun tidak terbatas kepada kewajiban atau menjadi kewajiban SUBKONTRAKTOR di bawah ini, baik itu sukarela atau menurut hukum dengan cara lain tanpa persetujuan tertulis terlebih dahulu dari KONTRAKTOR UTAMA akan batal demi hukum.

Explanation 5:

The word pairs “partial” and “total” are categorized as Adjective. “Partial” is translated into *sebagian* and “total” is translated into *keseluruhan*. In *Kamus Besar Bahasa Indonesia*, *sebagian* is categorized as Noun, and so does

keseluruhan. The translator translated the expression by replacing its word class from Adjective into Noun. Thus, the procedure that employed is Transposition.

4.2.3.3. Mixed Procedures

Mixed procedures are two or more procedures employed in translating one expression. These procedures can be employed by combining different procedures in the first and second elements or two procedures are employed at once in one expression. In binomial expressions, Mixed Procedures are employed 37 times. The procedures are shown in the following table:

Mixed Procedures in Binomial Expressions									
LT/T	LT/B	LT/M	T/B	M/B	M/T	M/T/LT	LT/B/T	M/T/B	
9	6	6	7	1	3	1	3	1	37

Table 4.4. Findings on the Mixed Procedures of Binomial Expressions in Subcontract

It can be concluded from the table that the most employed is two procedures which are Literal Translation and Transposition which is nine times, followed by Transposition and Borrowing which is seven times, Literal Translation and Borrowing is six times, Literal Translation and Modulation six times, Modulation and Transposition is employed three times, Modulation and Borrowing is employed once. In addition, three procedures such as Literal Translation, Borrowing and Transposition are also employed three times, Modulation, Transposition and Literal Translation employed once as well as

Modulation, Transposition and Borrowing are employed once. Some samples are discussed as follows:

Sample 1:

Part 2: General Terms and Conditions Number 4

Source Text	Target Text
2.3. Within a period of seven (7) days after the execution of the SUBCONTRACT, SUBCONTRACTOR shall submit to MAIN CONTRACTOR for approval a detailed program showing how SUBCONTRACTOR proposes to perform the Services or WORK in accordance with the time of completion. After MAIN CONTRACTOR approval of such detailed program, SUBCONTRACTOR shall comply therewith, provided that such program may thereafter be modified with MAIN CONTRACTOR's prior written consent, may the request of SUBCONTRACTOR at any time modify the program based on project priority and requirement and SUBCONTRACTOR shall comply to this request immediately.	2.3. Dalam jangka waktu tujuh (7) hari setelah penandatanganan SUBKONTRAK, SUBKONTRAKTOR harus mengajukan proposal kepada KONTRAKTOR UTAMA hingga mendapat persetujuan mengenai bagaimana SUBKONTRAKTOR akan melaksanakan PEKERJAAN sesuai dengan waktu penyelesaian yang ditentukan. Setelah KONTRAKTOR UTAMA menyetujui proposal program tersebut, SUBKONTRAKTOR harus memenuhi program yang telah dibuat, bahwa proposal program proyek tersebut selanjutnya dapat dirubah dengan pemberitahuan tertulis dari KONTRAKTOR UTAMA, dan suatu waktu dapat meminta SUBKONTRAKTOR untuk merubah program atas dasar pada skala prioritas dan kebutuhan pada proyek dan SUBKONTRAKTOR harus segera memenuhi permintaan ini.

Explanation 1:

Priority (Noun) is translated into *prioritas* (*Kata Benda*) by neutralizing suffix *-ty* into *-tas* (*Pedoman Umum Ejaan Bahasa Indonesia*). Thus, the procedure that is employed, named Borrowing. Requirement (Noun) is literally translated into *kebutuhan* (*Kata Benda*) as seen in *Kamus Inggris-Indonesia: An English-Indonesian Dictionary*. Thus, the procedure employed is Literal

Translation. The first element is translated by different procedure to the second elements. The translator employed Borrowing procedure at the first element then changed the procedure into Literal Translation at the second element.

Sample 2:

Part 2: General Terms and Conditions Number 6

Source Text	Target Text
<p>2.7. The SUBCONTRACTOR shall adhere to whatever cycles or other procedures (including, without limitation, weekly meetings) that the MAIN CONTRACTOR or the MAIN CONTRACTOR representative may establish for review and/or approval of the SUBCONTRACTOR's WORK, with regard to the various performance milestones or any other matter involving the SUBCONTRACTOR's performance of the Work, at any reasonable time and covering whatever subject matter regarding the Services or WORK as may be requested by the MAIN CONTRACTOR representative. Further, if at any other time during the SUBCONTRACTOR's performance of the WORK, the SUBCONTRACTOR is in doubt or has any questions as to the MAIN CONTRACTOR's Specifications or other requirements, such doubt or confusion shall be brought to the immediate attention of the MAIN CONTRACTOR representative, that shall issue the immediate after thereof.</p>	<p>2.7. SUBKONTRAKTOR akan mematuhi segala siklus kerja atau tata cara (termasuk, tanpa terkecuali, rapat mingguan) yang dibuat oleh KONTRAKTOR UTAMA atau perwakilan KONTRAKTOR UTAMA untuk memeriksa dan/atau menyetujui PEKERJAAN SUBKONTRAKTOR, berkenaan dengan berbagai <i>milestone</i> PEKERJAAN atau persoalan lain yang melibatkan pelaksanaan PEKERJAAN dari SUBKONTRAKTOR, pada waktu yang layak dan mengatasi semua permasalahan berkenaan dengan PEKERJAAN yang mungkin diminta oleh perwakilan dari KONTRAKTOR UTAMA. Selanjutnya, jika pada suatu waktu selama pelaksanaan PEKERJAAN. SUBKONTRAKTOR memiliki keraguan atau memiliki pertanyaan atas spesifikasi atau persyaratan lainnya dari KONTRAKTOR UTAMA, keraguan dan pertanyaan harus segera diajukan dan menjadi perhatian dari perwakilan KONTRAKTOR UTAMA.</p>

Explanation 2:

Doubt (Noun) is literally translated into *keraguan* (*Kata Benda*) as seen in *Kamus Inggris-Indonesia: An English-Indonesian Dictionary*. Thus, the procedure employed is called as literal translation. Confusion (Noun) is translated to *pertanyaan* (*Kata Benda*) by employing modulation procedure. As seen in *Kamus Inggris-Indonesia: An English-Indonesian Dictionary*, “confusion” means *kebingungan* or *kekacauan*, but the translator changed its semantic and point of view. At the end, the translator referred to the previous statement (...*in doubt or has any questions...*), so that the translation that is used is *pertanyaan*. This procedure makes the translation more suitable and does not seem peculiar.

Sample 3:

Part 2: General Terms and Conditions Number 54

Source Text	Target Text
22.1.12. the failure of SUBCONTRACTOR to make prompt payment for labor or materials or to employees, subcontractors, suppliers and vendors ;	22.1.12. kegagalan SUBKONTRAKTOR untuk segera melakukan pembayaran terhadap tenaga kerja atau material atau kepada karyawan, subkontraktornya, supplier dan vendor .

Explanation 3:

Suppliers and vendors (Nouns) is translated into *supplier dan vendor* (*Kata Benda*) by borrowing the source language and changing its plural form

into singular. Thus, the procedures employed are considered as Borrowing and Transposition.

Sample 4:

Part 2: General Terms and Conditions Number 58

Source Text	Target Text
<p>25.2. INDEMNITY FOR PERSONNEL</p> <p>SUBCONTRACTOR shall indemnify and hold harmless MAIN CONTRACTOR and/or COMPANY Group from and against any and all liabilities, manner or causes of action, proceedings, losses, lawsuits, penalties, fines, damages (including exemplary and punitive damages), costs, expenses (including reasonable attorneys fees and and court costs), demands or claims in respect of the loss of life or personal injury to or sickness to personnel of each member of SUBCONTRACTOR arising during or as a result of the performance or non-performance of this SUBCONTRACT by any member of SUBCONTRACTOR except to the extent the same results directly from the willful misconduct or gross negligence of any member of MAIN CONTRACTOR and/or COMPANY group.</p>	<p>25.2. GANTI RUGI TERHADAP KARYAWAN</p> <p>SUBKONTRAKTOR akan membebaskan dan melepaskan KONTRAKTOR UTAMA dan/atau kelompok PERUSAHAAN dari dan terhadap segala dan semua tanggung jawab, cara atau penyebab tindakan, proses persidangan, kerugian, tuntutan hukum, penalti, denda, kerusakan (termasuk pengenaan denda sebagai peringatan dan hukuman), ongkos, pengeluaran (termasuk biaya penasihat hukum dan ongkos pengadilan yang sewajarnya), tuntutan atau klaim sehubungan dengan kehilangan nyawa atau cedera badan atau jatuh sakitnya personil dari masing-masing anggota SUBKONTRAKTOR yang timbul dari atau sebagai akibat dari pelaksanaan atau tidak dilaksanakannya SUBKONTRAK ini oleh segala anggota SUBKONTRAKTOR kecuali sepanjang hasil yang sama secara langsung berasal dari kesalahan yang disengaja atau kelalaian yang berat dari segala anggota KONTRAKTOR UTAMA atau kelompok PERUSAHAAN.</p>

Explanation 4:

“Demands” (Noun) is translated into *tuntutan* (*kata benda*) by changing the plural form into singular. Thus, the procedure employed is Transposition.

“Claims” (Noun) is translated into *klaim* (*kata benda*) by neutralizing letter *c* that faces consonant into *k* and changing the plural form into singular. Thus, the procedures employed are Borrowing and Transposition.

Sample 5:

Part 2: General Terms and Conditions Number 65

Source Text	Target Text
27.6. If within a reasonable time after a Event of Force Majeure which has caused SUBCONTRACTOR to suspend or delay performance of the Services or WORK,	27.6. Apabila dalam suatu jangka waktu yang wajar setelah suatu Peristiwa Keadaan Kahar yang telah menyebabkan SUBKONTRAKTOR menghentikan sementara atau menunda pelaksanaan PEKERJAAN,

Explanation 5:

Suspend (Verb) is translated into *menghentikan sementara* (*Frasa Verba*). As seen in *Kamus Inggris-Indonesia: An English-Indonesian Dictionary*, the literal meaning of “suspend” is *menunda* or *menangguhkan*. However, the translator translated it by changing its word class, from verb into verb phrase. Thus, the procedure employed belongs to transposition.

Delay (Verb) is translated literally into *menunda* (*Kata Kerja*) as seen in *Kamus Inggris-Indonesia: An English-Indonesian Dictionary*. Thus, the procedure

employed is literal translation. In brief, this expression is employed Transposition – Literal Translation procedures.

4.2.3.4. Borrowing

Borrowing is a procedure in translating by taking word or expression of the source language or neutralizing it based on the grammar and phonetic of target language. It is usually employed to fill the gap, unknown concept or new technical word. The finding shows that Borrowing is employed five times in the Subcontract that two times are employed in Near-synonyms category and one time in each Opposite, Complementary, and Subdivision categories. The samples are discussed below:

Sample 1:

Part 1: Agreement Number 2

Source Text	Target Text
PT. XYZ, a limited liability company duly established and existing under the laws of the Republic of Indonesia, domiciled in Jakarta and having its address at ..., in this matter represented by ..., in his capacity as Director of Operation, and therefore legally acting for and on behalf of PT. XYZ (hereafter referred to as “... or ... or MAIN CONTRACTOR interchangeably” which expression shall unless repugnant to the text or context include its successors and assigns); and	PT. XYZ, suatu perusahaan yang berdiri dan dibentuk di bawah hukum Republik Indonesia, berdomisili di Jakarta dengan alamat ..., dalam hal ini diwakili oleh ..., dalam kapasitasnya sebagai Direktur Operasi, dan oleh karena itu secara hukum bertindak untuk dan atas nama PT. XYZ (selanjutnya disebut ... atau ... atau KONTRAKTOR UTAMA kecuali jika ungkapan ini tidak sesuai dengan teks atau konteks termasuk penggantinya); dan

Explanation 1:

Text or context (Nouns) is translated as *teks atau konteks* (Kata Benda). According to *Pedoman Umum Ejaan Bahasa Indonesia*, the expression is translated by neutralizing the letter *x* into *ks*, as in “text” and “context” is translated to *teks* and *konteks*. The source language is adapted to Indonesian grammar and pronunciation. Thus, the procedure employed is Borrowing.

Sample 2:

Part 1: Agreement Number 7

Source Text	Target Text
2.1.2. In the event of any inconsistency, ambiguity or discrepancy between provision in the SUBCONTRACT as mentioned in the Article 2.1.1. above in which relates to the quality or standard of Services or WORK, the SUBCONTRACTOR shall comply with the highest quality or standard specified or perform the more onerous obligation.	2.1.2. Jika terdapat inkonsistensi, ambiguitas, atau ketidaksesuaian diantara ketentuan yang terdapat di dalam SUBKONTRAK sebagaimana disebutkan dalam Pasal 2.1.1 di atas, yang berkaitan dengan kualitas Jasa-jasa atau PEKERJAAN, maka SUBKONTRAKTOR harus memenuhi kualitas standar tertinggi atau melaksanakan kewajiban yang lebih lengkap.

Explanation 2:

Quality or standard (Nouns) is translated into *kualitas standar*. It is translated by altering letter *q* into *k* as well as neutralizing suffix *-ty* into *-tas*, as seen in “quality” that becomes *kualitas* in Indonesian. And also it is translated by omitting letter *d* in “standard” then becomes *standar* (*Pedoman*

Umum Ejaan Bahasa Indonesia). Thus, it is translated by employing Borrowing procedure.

Sample 3:

Part 2: General Terms and Conditions Number 8

Source Text	Target Text
The SUBCONTRACTOR shall be responsible for obtaining all information necessary for the Services or WORKS and shall be deemed to have included in the SUBCONTRACT Price allowances for the matters listed in the SUBCONTRACT, all risks, contingencies, local and national conditions, legal requirements, customs, policies, practices and all other conditions and requirements affecting the provision of the Services or WORKS including availability of labor, wage levels, safety requirements and environmental risks.	SUBKONTRAKTOR harus bertanggung jawab memperoleh semua informasi yang dibutuhkan dalam PEKERJAAN dan penawaran Harga SUBKONTRAK dianggap sudah memperhitungkan segala resiko, kemungkinan-kemungkinan, pertimbangan akan kondisi lokal dan nasional , persyaratan hukum, adat, kebijakan, praktik serta syarat dan ketentuan lainnya yang berpengaruh terhadap PEKERJAAN termasuk ketersediaan tenaga kerja, tingkatan upah, syarat keselamatan dan resiko lingkungan.

Explanation 3:

The word “local” (Adj) is translated into *lokal* (*Kata Sifat*) by neutralizing the letter *c* that faces *a* into *k*. The word “national” (Adj) is translated into *nasional* (*Kata Sifat*) by neutralizing letter *t* that faces *i* into *s* (*Pedoman Umum Ejaan Bahasa Indonesia*). Thus, the translation procedure that are employed belongs to Borrowing.

Sample 4:

Part 2: General Terms and Conditions Number 22

Source Text	Target Text
<p>10.2. Design Explanation</p> <p>The SUBCONTRACTOR and its subcontractors shall not use such programs in any of the Services or WORK hereunder. “Access” means complete revelation of any and all information, all calculations, and all information and data (and the records thereof) requested by the MAIN CONTRACTOR, in a complete, full and cooperative manner by the SUBCONTRACTOR and its subcontractors. When requested, such access shall include detailed explanation of calculations, methodology, programs and with special emphasis on any design criteria compromises.</p>	<p>10.2. Penjelasan Desain</p> <p>SUBKONTRAKTOR dan subkontraktornya tidak boleh menggunakan program tersebut dalam pelaksanaan PEKERJAAN. “Akses” berarti mengungkapkan semua informasi, kalkulasi, data dan informasi (dan catatannya) yang diminta oleh KONTRAKTOR UTAMA dengan cara yang kooperatif dengan SUBKONTRAKTOR dan subkontraktornya. Apabila diminta, akses tersebut harus mencakup penjelasan detil atas kalkulasi, metodologi, program dan dengan penekanan khusus pada desain kriteria-kriteria.</p>

Explanation 4:

Information and data (Nouns) is translated to *data dan informasi* (*Kata Benda*), by borrowing without any changes in the word “data” into target language as well as neutralizing suffix *-tion* in “information” into *-si* (*Pedoman Umum Ejaan Bahasa Indonesia*), so that it becomes *informasi*. Thus, it is called as Borrowing procedure.

Sample 5:

Part 3: Special Terms and Conditions Number 7

Source Text	Target Text
5. All the mobilization and demobilization of the Motor Vehicle used in performing the Service or Work in this SUBCONTRACT which use a public road facility and known by the public for the mobilization and demobilization may interfere or reduce the rights of the public, SUBCONTRACTOR must be coordinate with related authority or institutions.	5. Setiap pelaksanaan kegiatan mobilisasi dan demobilisasi kendaraan bermotor yang digunakan terkait dengan Pekerjaan sesuai dengan SUBKONTRAK yang memanfaatkan fasilitas jalan umum dan diketahui secara umum kegiatan mobilisasi dan demobilisasi tersebut dapat mengganggu atau mengurangi hak pengguna jalan lain maka SUBKONTRAKTOR wajib berkoordinasi dengan instansi atau lembaga terkait.

Explanation 5:

Mobilization and demobilization (Nouns) is translated as *mobilisasi dan demobilisasi* (Kata Benda). It is translated by neutralizing suffix *-ation* into *-asi* (Pedoman Umum Ejaan Bahasa Indonesia). Thus, it is translated by employing Borrowing procedure.

4.2.3.5. Modulation

Modulation is indicated by the changes in the form of the message and point of view. The procedure is employed to avoid the translation that is unsuitable, unidiomatic, or peculiar. Modulation procedures that are found in the Subcontract only three times which are two times employed in Near-synonyms category and another employed in Opposite category. The examples are discussed as follows:

Sample 1:**Part 2: General Terms and Conditions Number 21**

Source Text	Target Text
<p>9.4. In the event any portion of the Services or WORK is to be performed in Indonesia, as to any equipment, materials or other items required for performance of the Services or WORK by SUBCONTRACTOR in Indonesia that are imported into Indonesia, whether the importation is done by SUBCONTRACTOR, in the name of the SUBCONTRACTOR or in the name of the MAIN CONTRACTOR, SUBCONTRACTOR shall be responsible for, and shall bear all costs and expenses of, importing into and exporting from Indonesia any such Services or WORK, equipment and materials, and the ingress and egress of the SUBCONTRACTOR group personnel to and from Indonesia, as necessary to perform the Services or WORK. It is expressly understood and agreed that the SUBCONTRACTOR shall only import such quantity of items necessary for the SUBCONTRACTOR performance of the Services or WORK in Indonesia, as applicable.</p>	<p>9.4. Apabila sebagian dari PEKERJAAN ada yang dilaksanakan di Indonesia, segala perlengkapan, material atau barang lainnya yang dibutuhkan SUBKONTRAKTOR di Indonesia untuk melaksanakan PEKERJAAN, yang diimpor ke Indonesia, baik yang diimpor oleh SUBKONTRAKTOR atas nama SUBKONTRAKTOR maupun KONTRAKTOR UTAMA, SUBKONTRAKTOR harus bertanggung jawab dan menanggung semua biaya dan pengeluaran atas perlengkapan dan material yang diimpor atau diekspor, serta pengiriman dan pengambilan karyawan SUBKONTRAKTOR dari dan ke Indonesia, yang dibutuhkan dalam melaksanakan PEKERJAAN. Dapat dipahami dan disepakati bahwa SUBKONTRAKTOR hanya mengimpor barang dengan jumlah tertentu yang dibutuhkan untuk melaksanakan PEKERJAAN SUBKONTRAKTOR di Indonesia.</p>

Explanation 1:

Ingress and egress (Nouns) is translated into *pengiriman dan pengambilan (Kata Benda)*. The expression is translated by changing its form of the message and point of view. In *Black's Law Dictionary*, the literal meaning of "ingress" is the act of entering; the right or ability to enter or access. Meanwhile, "egress" is the act of leaving; the right or ability to leave.

The translator chose to change its point of view into *pengiriman dan pengambilan*, so that the translation is suitable to the target language. Thus, it is translated by employing Modulation procedure.

Sample 2:

Part 2: General Terms and Conditions Number 78

Source Text	Target Text
43.1. SUBCONTRACTOR shall maintain the Services or WORK, the Facilities or Materials and Goods or any part thereof or interest therein (each a CONTRACTOR Lien) for which MAIN CONTRACTOR has paid SUBCONTRACTOR free and clear of all liens and all times prior to Final Acceptance shall provide MAIN CONTRACTOR prompt notice of any Lien of any nature know to SUBCONTRACTOR and filed against a SUBCONTRACTOR Lien), in the form pursuant to Appendix 8 (Form of Affidavit and Final Release and Waiver of Liens).	43,1, SUBKONTRAKTOR wajib menjaga PEKERJAAN, Fasilitas, atau Material-material dan Barang atau bagian daripadanya atau kepentingan yang berhubungan di dalamnya (pada setiap Hak Sita KONTRAKTOR) yang mana KONTRAKTOR UTAMA telah membayar SUBKONTRAKTOR secara lunas atas segala Hak Sita setiap waktu sebelum <i>Final Acceptance</i> dan SUBKONTRAKTOR wajib memberitahukan kepada KONTRAKTOR UTAMA secara tepat waktu atas setiap Tuntutan Sita apapun yang diketahui oleh SUBKONTRAKTOR dan setiap tuntutan sita yang diajukan ke SUBKONTRAKTOR, dalam bentuk dan format yang tercantum pada Appendix 8 (<i>Form of Affidavit and Final Release and Waiver of Liens</i>).

Explanation 2:

Free and clear (Adj) is translated into *secara lunas* (*Kata Keterangan*). In literal meaning, “free and clear” means *bebas dan jelas*. According to *Black’s Law Dictionary*, “free and clear” means unencumbered by any liens, which means *tidak dibebani oleh hak gadai apa pun*. In this case, the translator

changed the form of the message by changing its point of view into *secara lunas*. Thus, the procedure employed belongs to Modulation.

Sample 3:

Part 2: General Terms and Conditions Number 82

Source Text	Target Text
<p>48.3. Severability</p> <p>If any provision or portion of this Agreement shall be adjudged invalid or unenforceable by a court of competent jurisdiction or by operation of any Applicable Law, that provision or portion of this Agreement shall be deemed severable from the remainder of this Agreement, and the remaining provisions shall remain in full force and effect.</p>	<p>48.3 Severabilitas (Keterpisahan)</p> <p>Apabila ada ketentuan atau bagian dari SUBKONTRAK yang ditetapkan tidak sah atau tidak berlaku oleh pengadilan yang berwenang atau oleh aturan hukum, maka ketentuan atau bagian dari SUBKONTRAK tersebut dianggap terpisah dari bagian sisanya dan ketentuan sisanya tetap berlaku sah.</p>

Explanation 3:

Full force and effect (Nouns) is translated into *belaku sah*. In *Black's Law Dictionary*, “force and effect” is regarded as redundant legalism and defined as legal efficacy. In literal translation, “force and effect” means *paksaan dan efek* and legal efficacy means *kemanjuran hukum*. They seem peculiar and unnatural. Therefore, the translator changed the form of the message by changing its point of view into *berlaku sah*. So that the translation is more suitable and is not peculiar in the target language. Thus, the procedure employed is Modulation.

1.2.4. Discussions on Translation Procedures of Multinomial Expressions in the Subcontract

A number of multinomial expressions are taken as samples. Then, the expressions are discussed by giving explanations as the reason why they are categorized as Mixed Procedures, Transposition, or Literal Translation procedures.

4.2.4.1. Mixed Procedures

In multinomial expressions, mixed procedures are employed 12 times, with 10 times are employed in Near-synonyms category and two times are employed in Complementary category. The procedures are shown in the following table:

No.	The Categories	Mixed Procedures in Multinomial Expressions						
		LT/M	LT/T	B/LT	B/T	B/LT/T	T/M/B	
1	Near-synonyms	3	1	1	3	1	1	10
2	Complementary	-	-	-	1	1	-	2
Total		3	1	1	4	2	1	12

Table 4.5. Findings on the Mixed Procedures in Multinomial Expressions in Subcontract

The table shows that the most employed Mixed Procedures in translating multinomial expressions are Borrowing and Transposition procedures that applied four times. Then, Literal Translation and Modulation employed three times, Borrowing, Literal Translation and Transposition are employed twice. Literal Translation and Transposition employed once. Transposition,

Modulation and Borrowing are also employed once. Some samples are discussed as follows:

Sample 1:

Part 2: General Terms and Conditions Number 59

Source Text	Target Text
<p>25.6. SURVIVAL OF INDEMNITIES</p> <p>This Article 25 (indemnities) shall survive termination, cancellation or expiration of this SUBCONTRACT for any cause.</p>	<p>25.6. KEBERLANJUTAN GANTI RUGI</p> <p>Artikel 25 ini (Ganti Rugi) akan tetap berlanjut meskipun terjadi pengakhiran, pembatalan atau kadaluarsa atas SUBKONTRAK ini karena segala sebab apapun.</p>

Explanation 1:

Termination and cancellation (Nouns) is translated literally into *pengakhiran* and *pembatalan* (*Kata Benda*). Thus, the procedure employed is Literal Translation. Expiration (Noun) is translated into *kadaluarsa* (*Kata Sifat*) by changing its word class from Noun into Adjective, but the meaning does not change. Thus, it belongs to Transposition procedure.

Sample 2:

Part 2: General Terms and Conditions Number 65

Source Text	Target Text
-------------	-------------

27.6. If within a reasonable time after a Event of Force Majeure which has caused SUBCONTRACTOR to suspend or delay performance of the Services or WORK,	27.6. Apabila dalam suatu jangka waktu yang wajar setelah suatu Peristiwa Keadaan Kahar yang telah menyebabkan SUBKONTRAKTOR menghentikan sementara atau menunda pelaksanaan PEKERJAAN,
---	--

Explanation 2:

Suspend (Verb) is translated into *menghentikan sementara* (*Frasa Verba*). As seen in *Kamus Inggris-Indonesia: An English-Indonesian Dictionary*, the literal meaning of “suspend” is *menunda* or *menangguhkan*. However, the translator translated it by changing its word class, from verb into verb phrase. Thus, the procedure employed belongs to transposition. Delay (Verb) is translated literally into *menunda* (*Kata Kerja*) as seen in *Kamus-Inggris Indonesia: An English-Indonesian Dictionary*. Thus, the procedure employed is literal translation.

Sample 3:

Part 2: General Terms and Conditions Number 76

Source Text	Target Text
42.2. Permit and Certificates in SUBCONTRACTOR Name The SUBCONTRACTOR shall make and file all applications and obtain and maintain at its expense, all necessary registrations, certificates, licenses, and permits (including immigration, temporary resident, work and exit permits) which are required by Indonesian or foreign law or	42.2. Izin dan Sertifikat dengan nama SUBKONTRAKTOR SUBKONTRAKTOR harus membuat dan menyimpan semua aplikasi serta mendapatkan dan menyimpan registrasi, sertifikat, lisensi, dan perizinan (termasuk izin imigrasi, izin tinggal sementara, izin kerja dan izin keluar) yang diperlukan sesuai dengan hukum Indonesia atau hukum asing

Indonesian or foreign regulations or all local authorities for the performance of the Services or WORK and which are required to be in the name of SUBCONTRACTOR or its employees or agents or specifically specified in this SUBCONTRACT document to be obtained by SUBCONTRACTOR.	atau peraturan Indonesia atau peraturan asing atau otoritas lokal untuk pelaksanaan PEKERJAAN dan yang diminta atas nama SUBKONTRAKTOR atau pekerjanya atau agen atau yang secara khusus disebutkan dalam dokumen SUBKONTRAK ini yang harus diperoleh oleh SUBKONTRAKTOR.
---	---

Explanation 3:

“Certificates” (Noun) is translated into *sertifikat (Kata Benda)* by changing letter *c* that faces *e* into *s* and letter *c* that faces *a* into *k*. “Licenses” (Noun) is translated into *lisensi (Kata Benda)* by changing letter *c* that faces *e* into *s*. Besides, they also have changes from plural into singular. Thus, both of them are employed Borrowing and Transposition procedures. “Permits” (Noun) is translated into *perizinan (Kata Benda)* by changing its plural from singular, but the meaning does not change. Thus, it belongs to Transposition procedure.

Sample 4:

Part 2: General Terms and Conditions Number 77

Source Text	Target Text
42.4. Applicable Laws The SUBCONTRACTOR represents, warrants and undertakes that it has knowledge of all Applicable Laws pertaining to the Services or WORK and that the Services or WORK shall fully comply with all Applicable	42.4. Hukum yang berlaku SUBKONTRAKTOR mewakili, menjamin dan bertanggung jawab telah memiliki pengetahuan tentang hukum yang berlaku berkenaan dengan PEKERJAAN dan bahwa PEKERJAAN ini harus sepenuhnya

Laws, codes, rules and regulations and industry standards which now or in the future may pertain to its business, material and personnel engaged in, or in any manner connected with, the SUBCONTRACTOR's performance of Services or WORK under this SUBCONTRACT.	sesuai dengan hukum, peraturan, undang-undang, dan regulasi serta standar industri yang berlaku yang pada saat ini atau yang akan datang yang bersinggungan dengan bisnis, material, karyawan yang terlibat, pelaksanaan PEKERJAAN oleh SUBKONTRAKTOR di bawah SUBKONTRAK ini.
--	---

Explanation 4:

“Laws, codes and rules” (Nouns) is translated into *hukum, peraturan dan undang-undang (Kata Benda)* by changing the plural form into singular but the meanings do not change. Thus, it belongs to Transposition procedure. “Regulations” (Noun) is translated into *regulasi (Kata Benda)* by replacing suffix *-tion* into *-si* and changing the plural into singular. Thus, it belongs to Borrowing and Transposition procedures.

Sample 5:

Part 3: Special Terms and Conditions Number 4

Source Text	Target Text
b. Such possession by MAIN CONTRACTOR shall not be deemed an acknowledgement of completion of those parts of the FACILITY and shall not limit SUBCONTRACTOR's responsibility for care, custody and control of those parts of the FACILITY pursuant this Article after possession is returned to SUBCONTRACTOR.	b. Penguasaan sementara oleh KONTRAKTOR UTAMA tidak dapat dianggap sebagai pengakuan atas penyelesaian bagian-bagian tersebut dari FASILITAS dan tidak akan membatasi tanggung jawab SUBKONTRAKTOR atas penjagaan, pemeliharaan dan penguasaan bagian-bagian FASILITAS berdasarkan Pasal ini setelah penguasaan dikembalikan kepada SUBKONTRAKTOR.

Explanation 5:

“Care” (Noun) is translated into *penjagaan (Kata Benda)* by changing its point of view. Thus, it belongs to Modulation procedure since the literal meanings are *perawatan, perhatian, perlindungan* and *pemeliharaan (Kamus Inggris-Indonesia: An English-Indonesian Dictionary)*. “Custody and control” (Nouns) are literally translated into *pemeliharaan and penguasaan*. Thus, they belong to Literal Translation procedure.

4.2.4.2. Transposition

The transposition procedure in multinomial expressions employed five times in the Subcontract with four times are employed in Near-synonyms category and once is employed in Complementary category. Some samples are discussed below:

Sample 1:

Part 1: Agreement Number 4

Source Text	Target Text
C. The Parties have engaged in various discussions and wish to memorialize certain understandings and agreements regarding their respective rights, obligations and tasks in respect of the appointment of SUBCONTRACTOR by MAIN CONTRACTOR.	C. Para Pihak tersebut telah terlibat dalam berbagai diskusi dan berkeinginan untuk memformalkan kesepakatan-kesepakatan dan persetujuan tertentu yang berkaitan dengan hak, kewajiban dan tugas dengan adanya penunjukan SUBKONTRAKTOR oleh KONTRAKTOR UTAMA.

Explanation 1:

Rights, obligations and tasks (Nouns) are translated into *hak, kewajiban dan tugas (Kata Benda)* by changing grammatically from plural into singular but the meanings do not change. Thus, the procedure employed is Transposition.

Sample 2:

Part 1: Agreement Number 9

Source Text	Target Text
4.1. The SUBCONTRACTOR shall pay all taxes, duties and fees required to be paid by it under the SUBCONTRACT, and the SUBCONTRACT PRICE stated in SO shall not be adjusted for any of these costs.	4.1. SUBKONTRAKTOR harus membayar semua pajak, bea dan biaya lainnya yang diperlukan di dalam SUBKONTRAK, dan HARGA SUBKONTRAK yang tertera di dalam SO tidak dapat dirubah atas timbulnya biaya-biaya tersebut.

Explanation 2:

Taxes, duties, and fees (Nouns) is translated to *pajak, bea, dan biaya (Kata Benda)*. As seen in *Kamus Inggris-Indonesia: An English-Indonesian Dictionary*, “tax” is translated to *pajak, harga, ongkos, and beban*; “duty” is translated to *kewajiban, tugas, and bea*; “fee” is translated to *biaya, ongkos, bayaran, and uang*. The translation changed from plural form into singular, but it does not change the meaning of the message. Thus, the procedure employed is Transposition.

Sample 3:

Part 2: General Terms and Conditions Number 29

Source Text	Target Text
SUBCONTRACTOR shall use its best efforts to ensure that all of SUBCONTRACTOR personnel conduct themselves at all times in such manner as will not offend local attitudes, customs and usages .	SUBKONTRAKTOR harus menggunakan upaya terbaiknya untuk memastikan bahwa seluruh pembawaan diri karyawan SUBKONTRAKTOR tidak akan melukai sikap, kebiasaan dan perilaku penduduk lokal.

Explanation 3:

Attitudes, customs and usages (Nouns) is translated into *sikap, kebiasaan dan perilaku* (Kata Benda) by changing its plural form into singular but the meanings do not change. Thus, the procedure employed is Transposition.

Sample 4:

Part 2: General Terms and Conditions Number 43

Source Text	Target Text
16.7. The SUBCONTRACTOR shall be solely and fully liable for defects, damages and imperfections in respect if the Services or WORK under Warranty Period hereinafter prescribed and shall repair, replace or make good with all possible speed and its expense any and all defects, imperfections and damages in the Services or WORK or any part thereof, fair wear and tear expected, which may appear, be found or occur during the Warranty Period pursuant to this Article if such defects, damages or imperfections	16.7. SUBKONTRAKTOR harus bertanggung jawab penuh atas kecacatan, kerusakan dan ketidaksempurnaan dalam PEKERJAAN selama <i>Warranty Period</i> , selanjutnya harus diperbaiki atau diganti secepat mungkin dan menanggung semua biaya yang terjadi karena cacat, ketidaksempurnaan dan kerusakan dari PEKERJAAN yang mungkin terjadi, ditemukan atau terjadi ketika <i>Warranty Period</i> sesuai dengan Pasal ini terjadi atau ditimbulkan oleh:

are caused by or arisen from:	
-------------------------------	--

Explanation 4:

According to *Kamus Inggris-Indonesia: An English-Indonesian Dictionary*, defects, damages, and imperfections (Nouns) is translated literally into *kecacatan, kerusakan, dan ketidaksempurnaan (Kata Benda)*, since the form is changed from plural to singular. Thus, the procedure employed is considered as Transposition.

Sample 5:

Part 2: General Terms and Conditions Number 61

Source Text	Target Text
26.6. All fees, taxes and expenses associated with procuring, preparing, completing and stamping (if applicable) of Performance Bond shall be paid by the SUBCONTRACTOR.	26.6. Semua biaya, pajak dan pengeluaran yang berkaitan dengan pengadaan, pembuatan, penyelesaian, dan pencapan (jika ada) atas <i>Performance Bond</i> /Jaminan Pelaksanaan harus dibayar oleh SUBKONTRAKTOR.

Explanation 5:

Fees, taxes and expenses (Nouns) is translated into *biaya, pajak dan pengeluaran (Kata Benda)* by changing the plural form into singular but the meanings do not change. Thus, the procedure employed is considered as Transposition.

4.2.4.3. Literal Translation

Literal translation procedure is employed twice in multinomial expressions. Both of them are involved Near-synonyms category. Some samples are discussed below:

Sample 1:

Part 2: General Terms and Conditions Number 72

Source Text	Target Text
The SUBCONTRACTOR shall promptly or upon such other data as is specified in the notice discontinue all WORKS being terminated and shall execute instructions in a prompt and ordinary like manner, SUBCONTRACTOR shall preserve, protect, maintain and keep material or its part completed at the time of termination in good condition in accordance with MAIN CONTRACTOR instruction.	SUBKONTRAKTOR akan dengan segera atau setelah tanggal lainnya yang disebutkan dalam pemberitahuan tidak melanjutkan semua PEKERJAAN yang diakhiri dan akan melaksanakan instruksi dengan segera dan teratur, SUBKONTRAKTOR akan menjaga, melindungi, memelihara dan menyimpan material atau bagiannya yang diselesaikan pada waktu pengakhiran dalam kondisi baik sesuai dengan instruksi KONTRAKTOR UTAMA.

Explanation 1:

Preserve, protect, maintain and keep (Verbs) is translated into *menjaga, melindungi, memelihara dan menyimpan* (Kata Kerja). In this context, as seen in *Kamus Inggris-Indonesia: An English-Indonesian Dictionary*, “preserve” can be translated to *memelihara, melindungi, menjaga, and mempertahankan*. “Protect” can be translated as *melindungi* and *menjaga*. “Maintain” can be translated to *memelihara, mengurus, and mempertahankan*. “Keep” can be

translated as *menjaga*, *memelihara*, and *menyimpan*. The translator chose *menjaga* as the translation of “preserve”, *melindungi* as the translation of “protect”, *memelihara* as the translation of “maintain” and *menyimpan* as the translation of “keep.” Thus, the procedure employed belongs to literal translation.

Sample 2:

Part 3: Special Terms and Conditions Number 1

Source Text	Target Text
Means any damage, loss, or injury of whatsoever nature which flows from a consequence or result of the act or omission in question including, without limitation, special damages, any loss or anticipated loss of profit, loss or anticipated loss of revenue, business interruption, loss of use of any equipment, loss of any contract or other business opportunity and any other loss of a similar nature.	Setiap kerusakan, kerugian, atau cedera dalam bentuk apapun yang timbul dari perbuatan atau pengabaian yang dimaksud termasuk, tetapi tidak terbatas pada, ganti rugi khusus, kerugian atauantisipasi kehilangan potensi laba, kerugian atauantisipasi kehilangan potensi laba, kerugian atauantisipasi kehilangan potensi pendapatan, gangguan usaha, kehilangan penggunaan peralatan, kehilangan kontrak atau peluang usaha lainnya dan setiap kerugian serupa lainnya.

Explanation 2:

Damage, loss or injury (Nouns) is translated into *kerusakan*, *kerugian* atau *cedera* (Kata Benda). As in *Kamus Inggris-Indonesia: An English-Indonesian Dictionary*, “damage” is translated into *kerusakan* and *kerugian*, “loss” is translated into *kerugian* and *kehilangan*. “injury” is translated into *cedera* and *luka*. Thus, it belongs to Literal Translation procedure.