

**GOODS/SERVICES PROCUREMENT AGREEMENT
BETWEEN
PT SARANA MULTI INFRASTRUKTUR (PERSERO)
AND
[Name of Goods/Services Provider]
NUMBER: [*]
("Goods/Services Procurement Agreement")**

This Agreement and all annexes attached thereto, are made and signed in Jakarta, on the date specified in the signing column, by and between the parties below:

I. PT SARANA MULTI INFRASTRUKTUR (PERSERO), a limited liability company established under the laws of the Republic of Indonesia and established based on Deed Number 17 dated February 26, 2009 made before Lolani Kurniati Irdham-Idroes, SH., LLM, Notary in Jakarta as has been ratified by the Minister of Law and Human Rights of the Republic of Indonesia based on Decree Number AHU-09067. AH.01.01 Year 2009 dated March 24, 2009, as last amended by Deed Number [*] date [*] made before [*], a Notary at [*], who has obtained [*Approval/ receipt of notification of the Company's articles of association/ data*] from the Ministry of Law and Human Rights as stated in [letter/decision], Number [*], date [*], domiciled in Central Jakarta with the address at Sahid Sudirman Center Floor 47-48, Jalan Jenderal Sudirman No. 86, Central Jakarta 10220, Indonesia, in this case represented by [*] , in his position as acting for and on behalf of PT Sarana Multi Infrastruktur (Persero) (hereinafter referred to as "**PT SMI**");

And

II. [Template in case there is only 1 (one) Goods/Services Provider]

If the Goods/Services Provider is a Domestic Business Entity:

[*], a [form of business entity], which is formed and subject to the laws of the Republic of Indonesia, and established based on Deed [*] Number [*] dated [*] made before [*], a Notary at [*] as has been ratified by the Minister of Law and Human Rights of the Republic of Indonesia based on Decree Number [*] dated [*] as last amended by Deed [*] Number [*] Date [*] made before [*], a Notary at [*], who have obtained [*approval/ receipt of notification of the company's articles of association/ data*] from the Ministry of Law and Human Rights as stated in [letter/decision], Number [*], date [*], domiciled in [*] with the address at [*], in this case represented by [*], in his position as [*] acting for and on behalf of [Name of Goods/Services Provider] (hereinafter referred to as "**Provider**")

If the Service Provider is an individual:

[*], holder of Identity Card number [*] whose address is at [*] (hereinafter referred to as "**Provider**")

[Template in the event that the Goods/Services Provider is a consortium]

[CONSORTIUM], a consortium whose members are as mentioned below:

Initial of PT SMI	Initial of Provider

1. [*], a [form of business entity], which is formed and subject to the laws of the Republic of Indonesia, and established based on Deed [*] Number [*] dated [*] made before [*], a Notary at [*] as has been ratified by the Minister of Law and Human Rights of the Republic of Indonesia based on Decree Number [*] dated [*] as last amended by Deed [*] Number [*] Date [*] made before [*], a Notary at [*], who have obtained [approval/ receipt of notification of the Company's articles of association / data] from the Ministry of Law and Human Rights as stated in [letter/decision], Number [*], date [*], domiciled in [*] with the address at [*], in this case represented by [*], in his position as [*] acting for and on behalf of [Name of Goods/Services Provider] (hereinafter referred to as "**Member of Consortium 1**"),
2. [*], a [form of business entity], which is formed and subject to the laws of the Republic of Indonesia, and established based on Deed [*] Number [*] dated [*] made before [*], a Notary at [*] as has been ratified by the Minister of Law and Human Rights of the Republic of Indonesia based on Decree Number [*] dated [*] as last amended by Deed [*] Number [*] Date [*] made before [*], a Notary at [*], who have obtained [approval/ receipt of notification of the Company's articles of association / data] from the Ministry of Law and Human Rights as stated in [letter/decision], Number [*], date [*], domiciled in [*] with the address at [*], in this case represented by [*], in his position as [*] acting for and on behalf of [Name of Goods/Services Provider] (hereinafter referred to as "**Member of Consortium 2**"),
3. etc. (adjusting to the number of consortium members)

who is selected in the election of [auction package name], which is formed under the [Deed of Consortium] Number [*] dated [*] made before [*], a Notary Public at [*], and represented by [Consortium Lead] as Consortium Lead.

Member of Consortium 1, Member of Consortium 2, etc (hereinafter referred to as "**Provider**")

(PT SMI and the Provider are hereinafter collectively referred to as **the "Parties"** and each as the "**Party**").

The Parties severally act in their position as mentioned above, first explain as follows:

- (A) PT SMI is a finance company engaged in financing services, consulting services and infrastructure project preparation.

Note: If the underlying of this agreement is the assignment of SMI in the context of PDF, the following provisions are added:

- (B) PT SMI is the party that obtained an assignment from the Government through the Minister of Finance to facilitate the preparation of the Government Cooperation Project with Business Entities (PPP) [input project name] based on [input the assignment basic documents] dated [dd month year].

Note: If the underlying of this agreement is the assignment of SMI in the context of PDF, the following provisions are added:

- (C) That PT SMI requires the support of Consultant services [*] who have sufficient capabilities, human resources, equipment, authority, qualifications, capacity and adequate facilitation for the smooth implementation of the assignments from the Government as referred to in point b above;

Initial of PT SMI	Initial of Provider

Note: If the underlying of this agreement is the assignment of SMI in the context of PDF, the following provisions are added:

- (D) That based on the letter Number [*] dated [*], in principle PT SMI has appointed the Provider and the Provider has received the appointment from PT SMI as stated in the Appointment Letter Number [*] dated [*] ("**Letter of Appointment**");
- (E) The Parties agree to further regulate the rights and obligations of the Parties in an agreement binding on the Parties.

THEREFORE, taking into account the matters above, the Parties explain that the Parties have approved and agreed to make and sign this Agreement and are subject to the terms and conditions as stipulated in this Goods/Services Procurement Agreement as follows:

ARTICLE 1 GENERAL PROVISIONS

If it is not expressly stated otherwise in the Goods/Services Procurement Agreement, then the definitions of the terms, as well as the provisions used in the Goods/Services Procurement Agreement are subject to the provisions as stated in the General Terms of Agreement made under the hands and signed by the Parties (hereinafter referred to as "**SSUP**") and are annexes and an integral part of this Goods/Services Procurement Agreement.

ARTICLE 2 APPOINTMENT AND SCOPE OF WORK

- (1) That PT SMI hereby appoints Providers to act as experts in supporting the duties and functions of PT SMI with the Scope of Work and Deliverables as referred to in the Goods/Services Procurement Agreement ("**Work**").
- (2) That the Provider hereby accepts the appointment in accordance with the terms and conditions in this Agreement and the Provider declares that it will comply with all provisions, arrangements and procedures for procurement of goods/services applicable to PT SMI
- (3) That the Provider has expressed its willingness and commitment to carry out the Work with the highest standards, integrity, and expertise professionally in accordance with professional standards and does not violate the usual ethics/morals while still complying with the provisions of applicable laws and regulations.

ARTICLE 3 SERVICE FEE

The total value of the Work is the amount of/excluding Value Added Tax (" [*] (* Rupiah) **Service Fee**")

Initial of PT SMI	Initial of Provider

**ARTICLE 4
SPECIAL TERMS OF AGREEMENT**

1. Agreement Term

This Goods/Services Procurement Agreement is effective from the date [*input date*] until the signing of the Minutes of Handover of all Deliverables and the last term payment.

2. Period of Work Implementation and Schedule for Deliverable Handover

[Enter the period of work implementation and the schedule for deliverable handover]

3. Scope of Goods/Services

[Enter the scope of the Provider's services]

4. The Provider must submit a report to PT SMI on each Deliverable, which is submitted in Indonesian in duplicate * (*) of hardcopy and softcopy.

5. Deliverables

[Input Provider deliverables]

6. Terms of Payment of Service Fees

The value of the Service Fee is paid with the following conditions:

[input the terms of financing according to KAK / SPK]

Term I is equal to [*] of the contract value after [*];

Term II is equal to [*] of the contract value after [*];

Term III is equal to [*] of the contract value after [*];

Term IV is equal to [*] of the contract value after [*];

Term VI is equal to [*] of the contract value after BAST of work is approved [*].

7. Payment

With due regard to the provisions of Article 4 of the SSUP concerning Service Fee and Payment Methods, each payment of Service Fee bills will be made in the following ways:

- a. Transfer to account number: [*]

Name and branch of the bank: [*]

Account holder name: [*]

- b. Equipped with the following documents:

i. Original invoice;

ii. Original receipt, stamped;

iii. Original Tax Invoice;

iv. Original BAST signed by the Parties; and

v. A copy of the Agreement signed by the Parties.

vi. *[input other document requirements if any]*

*[In the event that the Terms of Reference proposed by the Division (User) include the imposition of late fees, the following provisions shall be **added**]*

8. Provider late fees

In the event that the Provider is unable to complete any stage of the Work and/or Deliverables within the stipulated time, the Provider shall be subject to a fine with the following calculation:

Initial of PT SMI	Initial of Provider

- a. The amount of the penalty is 1% x days of delay x value of Service Fee for late deliverables (excluding VAT)
- b. provided that the maximum fine is 5% (five percent) of the value of the Service Fee.
- c. Fines must be paid to PT SMI no later than [*] Business Days after the delay in handing over the deliverables through: *[input payment method]* or through deduction of the Provider's Service Fee value on the next payment schedule.

(in the event that any personnel is employed by the Provider, the conditions below shall be added)

9. List of Provider Personnel

Personnel Name	Position
1. [*]	[*]
2. [*]	[*]
3. [*]	[*]

[In the event that the Provider is a Consortium]

Consortium Members	Personnel Name	Position
1. [*]	[*]	[*]
2. [*]	[*]	[*]
3. [*]	[*]	[*]

[In the event that Provider is a consultant for a PDF project where SMI is the assignee of an assignment from the Government, the following provisions shall be added:]

10. Temporary Suspension

In the event that there is a policy of the Ministry of Finance as the assignor instructing PT SMI to temporarily suspend the facilitation of the preparation of the Government Cooperation Project with Business Entities (PPP), PT SMI through a written notification to the Provider may suspend the Provider's Work and is effective in accordance with the suspension date stated in the written notice.

(In the event that the Provider is a consultant for a PDF project where SMI is the assignee of an assignment from the Government, the following provisions shall be added)

11. Termination of Agreement upon termination of assignment

- a. If PT SMI, based on the termination of PT SMI's assignment by the Government, intends to terminate the Agreement, PT SMI at the first opportunity, through written notification to the Provider, may terminate the Agreement.
- b. The date on which the notice is issued shall be the date on which the Agreement is terminated.
- c. Upon termination of the Agreement, PT SMI makes payment to the Provider for the deliverables that has been handed over to PT SMI and part of the work has been carried out before the effective date of termination acceptable to PT SMI

[Down payment guarantee may be required in the agreement if at the beginning SMI provides a down payment to the Provider, in the event that there is no down payment and down payment guarantee, the following provisions can be added into the statement "no down payment in this Work"]

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12. Down Payment and Down Payment Guarantee

With due regard to the provisions of Article [***] of the SSUP, the provisions of this Goods/Services Procurement Agreement shall apply to the provisions of down payment and down payment guarantees with the following terms and conditions:

- a. The Provider is entitled to receive a down payment of [***] of the value of the Service Fee.
- b. The validity period of the down payment guarantee is from [***] to [***].
- c. Down payment is made [***] working days after the down payment guarantee is received by PT SMI. Down payment will be made by transfer to the account as follows:
 Bank name: [***]
 Account owner name: [***]
 Account number: [***]
[to be completed with account details]

[If the Agreement is made in two languages, the following provisions shall be added:]

13. Language

- a. This Agreement is written in [Indonesian and English] and made in duplicate[2], each is considered to be the original. In the event of any inconsistency, the Parties agree that the Indonesian version of this Agreement shall be valid, binding and applicable to the Parties.
- b. The Parties agree and covenant that they will not (and will not allow or assist the other party in), in any manner or in any forum, question the validity of, or assert or raise any objection to, the transaction or this Agreement on the basis of failure to comply with Law No. 24 of 2009 concerning the National Flag, Language and National Emblem and National Anthem.

14. *[input other terms (if any)- c.o specific obligations of the Provider, or in the event of a waiver of the provisions of the SSUP]*

**ARTICLE 5
CORRESPONDENCE**

In the case of Notification/communication is addressed to PT SMI:

PT Sarana Multi Infrastruktur (Persero)

Address: : Sahid Sudirman Center, 47th-48th Floor, Jl. Jend. Sudirman
 No.86, RT.10/RW.11, Karet Tengsin, Central Jakarta,
 Special Capital Region of Jakarta 10220

Telephone : (021) 80825288

Facsimile : (021) 8082 5258

Email : ddkprocurement@ptsmi.co.id

U.p. : Cipto Adi Utomo – Head of General Affairs and
 Procurement Division

In the case of Notification/communication is addressed to the Provider:

[Provider Name]

Initial of PT SMI	Initial of Provider

Address: : Click or tap here to enter text.
Telephone : Click or tap here to enter text.
Facsimile : Click or tap here to enter text.
Email : Click or tap here to enter text.
U.p. : Click or tap here to enter text.

**ARTICLE 6
CLOSING TERMS**

- (1) This Goods/Services Procurement Agreement is subject to and must be translated and interpreted in accordance with the provisions of the laws and regulations of the Republic of Indonesia.
- (2) This Goods/Services Procurement Agreement may be signed in a number of separate copies, each when signed, is considered to be the original, and all signed copies are considered to be one and the same instrument. In the event that this Goods/Services Procurement Agreement is signed in a number of separate copies, this Agreement shall be deemed to be effective on the date on which the Party's last signature to this Agreement was affixed.
- (3) The Parties agree that the performance of the Work is subject to the provisions of this Agreement, including but not limited to SSUP and the appendices to the Agreement, along with all amendments, additions and/or extensions thereof from time to time (if any). If there is any inconsistency between the provisions contained in the SSUP and the provisions in this Goods/Services Procurement Agreement, the provisions contained in this Goods/Services Procurement Agreement shall prevail.

Initial of PT SMI	Initial of Provider

This Agreement is made and signed on sufficient seal, on the day, date, month, and year as mentioned in the signing column below in 2 (two) copies of the original, each having the same legal force.

For and on behalf of
PT SARANA MULTI INFRASTRUKTUR
(PERSERO)

For and on behalf of
[PROVIDER NAME]

[Faaris Pranawa]
[Director]

Date: Click or tap here to enter text.

[Name]
[Title]

Date: Click or tap here to enter text.

Initial of PT SMI	Initial of Provider