

PT PARVI INDAH PERSADA

TERMS OF REFERENCE (SCHEDULE 1)

Purchase of Safety Enhancement Systems for 16 units RTGC

Tender Reference Number: PIP-RFQ-0926-001

PT PARVI INDAH PERSADA

**Jl. Kebon Bawang I No. 45 RT 007 RW 007, Kebon Bawang Tanjung Priok
Jakarta Utara, DKI Jakarta, Indonesia 14320**

TERMS OF REFERENCE

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SECTION 1

INSTRUCTIONS TO TENDER PARTICIPANT (“Participant”)

1. All interested Participants shall download Tender Documents from PT Parvi Indah Persada’s (“PT PIP”) web site at <https://pipte.com/parviweb/procurement/>, consist of Term of Reference and Bidding Documents.
2. The Participant is deemed to have read these instructions carefully and to assure that all the requirements contained herein are complied with before Bidding Documents is submitted. These instructions to Participants, so far as they may affect the execution of the contract, shall be deemed to form part of the contract.
3. The Participant is deemed to have examined the Tender Documents thoroughly and carefully and shall refer to the Tender Committee for instructions should any discrepancy of tender arise.
4. The Participant shall upon download of the Tender Documents check the documents completeness to ensure no parts or pages are missing or are in duplicate or multiple copies. Should any occurrence be found, the Participant shall inform PT PIP immediately who shall have it rectified.
5. PT PIP requires tender for the **Purchase of Safety Enhancement Systems for 16 units RTGC** (hereby referred as the “**RTGC Safety Enhancement Systems**”) using Open Tender method.
6. Hereby is the list of documents to Participants in relation to this tender:
 - Schedule 1: Terms of Reference, consist of:
 - 1.1 Instructions to Tender Participant
 - 1.2 Technical Specifications
 - 1.3 Draft Articles of Agreement / Contract
 - 1.4 Tender Evaluation Method
 - Schedule 2: Bidding Documents
7. The Participant shall fill in all documents in Schedule 2 of the Bidding Documents in BLACK INK and shall sign and chop with Bidder’s company stamp and date the documents in the space provided.
8. All completed Bidding Documents in Schedule 2, together with other relevant supporting documents, shall be submitted in 1 (one) sealed envelope (the seal should be chopped with Bidder’s company stamp) and being labeled with the format as below:

PT Parvi Indah Persada

Tender Reference No.: PIP-RFQ-0926-001

PURCHASE OF RTGC SAFETY ENHANCEMENT SYSTEMS FOR 16 UNITS RTGC

Submitted by: [Tender Participant Name]

9. Completed Bidding Documents should be delivered to PT PIP not later than 09.00 WIB (Western Indonesia Time) on **9 November 2026** (which is the closing date of Bidding Documents submission) at the following address:

PT Parvi Indah Persada

Jl. Kebon Bawang I No. 45 RT 007 RW 007, Kebon Bawang

Tanjung Priok Jakarta Utara, DKI Jakarta, Indonesia 14320

The Participant shall arrange for the documents to be posted in time to reach the stipulated place of submission of Bidding Documents not later than the time stipulated. Any Bidding Documents delivered after the stipulated time shall not be considered.

10. If there is any question regarding this tender, please sent email to **tender@pipte.com** with subject “**Question-[PIP-RFQ-0926-001]**” at the latest on **20 October 2026** and we will reply any question at the latest 2 (two) day after.

11. Bidding Documents received from Bidders will be opened by the Evaluation Committee on **9 November 2026** at 10.00 WIB at PT PIP's Office and followed by tender evaluation.
12. The tender winner will be published at PT PIP's Office from **16 till 18 November 2026**.
13. The tender winner will be notified through email on **19 November 2026**.
14. PT PIP may delay the announcement of the tender winner and notification of the tender winner based on circumstances at the time.
15. Every notice issued to PT PIP shall be posted to the PT PIP's address given in this instruction and such posting shall be deemed to be service of such notice.
16. The Participant shall not be reimbursed for whatever expenses or losses which may be incurred in the preparation of this tender.
17. The Participant (whether or not he submits a Bidding Documents) shall treat details of the documents as STRICTLY PRIVATE and CONFIDENTIAL.
18. Bidding Documents submitted by any Participant who has not conformed with the foregoing instructions may be rejected.
19. As required in this tender, the Participant is needed to provide all necessary documents.
20. Technical specifications must be put in the Technical Specification Response.
21. In order to obtain a fair and competitive tender, the Participant shall not, at any time for the duration of the tender period, solicit and or negotiate with any personnel in PT PIP and/or any other Participant who are involved in this tender exercise. Failure to comply with this clause shall render the Participant liable for immediate disqualification.

SECTION 2

TECHNICAL SPECIFICATIONS

1. Introduction

- 1.1 PT Parvi Indah Persada ("PT PIP") maintains and operates six (16) units Rubber Tires Gantry Crane (RTGC) in two Container Terminals that are operated by its sister companies in Tanjung Priok Port, Jakarta, Indonesia. These terminals are T300 Terminal and Adipurusa Terminal. PT PIP intends to procure **RTGC Safety Enhancement Systems consisting of Stack Profiling System, Gantry Anti-Collision System, Chassis Lift Prevention System, and Anti-Collision System between Spreader and Truck Cabin (or Anti-Smashing of Truck Cabin) for these 16 units RTGC** (hereby referred as the "Works").
- 1.3 The objective of these systems is to enhance operational safety and assist RTGC operators by providing real-time detection and automated safety protection during container handling and gantry travel. These systems help reduce risk of collisions, truck cabin smashing and truck lifting incidents.
- 1.4 It is assumed that the Contractor reads and understands these requirements and reviewed attached documents and procedures in conjunction with the Terms and Conditions of Contract.

2. Safety

- 2.1 The Contractor shall be responsible for the safety of all personnel employed on site pertaining to Works. Safety policies of PT PIP in force, shall be adhered to at all times and the Contractor shall be responsible for all necessary safety equipment, clothing etc. required by the Contractor's personnel to carry out the duties associated with the Works.
- 2.2 It is the responsibility of the Contractor to ensure the highest degree of safety is enforced during the execution of the intended works. This is required to ensure equipment and personnel safety. PT PIP has the right to stop the Contractor if safety is not observed to the satisfaction of PT PIP's safety rules and procedures.
- 2.3 The Contractor shall insure all personnel employed on site to cover injuries or death arising out of the performance of the Works.
- 2.4 The Contractor shall be responsible for managing and maintaining a safe work area at the site at all times. Necessary precautions shall be taken by the Contractor to inhibit access to the site of equipment and/or personnel other than those associated with the Works.

3. Scope of Supply, Materials and Workmanship

- 3.1 The Contractor shall be responsible for the design, manufacture, provision of all materials, equipment and tools necessary to complete the Works, test products and delivery to Site. Products shall be designed, manufactured and tested in accordance with industry standards.
- 3.2 All materials and workmanship shall comply with relevant international standards from GB/T, ISO, IEC, UN, ECE, AWS (welding), ASTM (painting).
- 3.3 If material to be provided is deviated from the proposed material, sufficient information, as directed by PT PIP, shall be provided for review prior to any Works.
- 3.4 Materials shall be free from flaws.
- 3.5 The Contractor shall provide equipment, parts and components that are factory-new, unused, not refurbished or reconditioned.
- 3.6 Workmanship throughout shall be of the highest quality and will be constantly monitored by PT PIP or his approved Representative. If in his opinion the work, rectification work or methods used do not meet with the required standards, works shall be stopped and an acceptable solution sought.

PT PIP reserves the right to have works reworked where necessary and personnel removed from Site who is deemed to be unqualified for duties being carried out and/or responsible for poor unacceptable quality.

- 3.7 Where indicated on the design drawings, instructions, methods and procedures shall be followed without deviation.
- 3.8 The Contractor shall be responsible to bring to Site, all tools and equipment whatsoever required to complete the Works.
- 3.9 The Contractor shall provide, for review by PT PIP, a full comprehensive test report after completing tests.

3.10 Systems Installing, Testing, and Commissioning

- 3.10.1 The Contractor must conduct Factory Acceptance Test (FAT) or Quality Control Test (QC) for RTGC Safety Enhancement Systems and submit a full comprehensive test report to PT PIP for review.
- 3.10.2 Upon agreement of FAT/QC Report by PT PIP, the Contractor can arrange delivery for RTGC Safety Enhancement Systems to PT PIP's Sites.
- 3.10.3 Upon delivery at PT PIP's Sites, joint inspection of equipment, parts and components shall be conducted together with the Contractor.
- 3.10.4 RTGC Safety Enhancement Systems will be installed on RTGC by PT PIP's own engineering team including provision of supporting platform or mobile crane, welding machines and welding rods, cable trays and accessories, with technical advisory assistance from the Contractor as necessary.
- 3.10.5 The Contractor shall do RTGC Safety Enhancement Systems integration with RTGC PLC, systems testing and commissioning on-site. PT PIP will assist to apply work permit for the Contractor's Engineer(s) if necessary, with the cost borne by the Contractor. Successful completion of systems commissioning test is required for the issuance of the Work Completion Note.

3.11 Training

The Contractor shall conduct training for PT PIP's RTGC Operators and Maintenance Staff. The content of the training shall include but not be limited to the following:

- 3.11.1 Instruction and explanation of all devices on RTGC Safety Enhancement Systems.
 - 3.11.2 Instruction and training of handling operation of RTGC Safety Enhancement Systems.
 - 3.11.3 Inspection and maintenance of operationally critical components for RTGC Safety Enhancement Systems.
 - 3.11.4 Instruction on troubleshooting and repair of RTGC Safety Enhancement Systems.
 - 3.11.5 Instruction on routine maintenance and preventive maintenance plan for RTGC Safety Enhancement Systems.
- 3.12 The Contractor shall provide manuals on RTGC Safety Enhancement Systems installation, operation, service or maintenance, and parts.

3.13 Products Warranty

- 3.13.1 The Contractor shall provide at least one (1) year warranty for RTGC Safety Enhancement Systems from the date of issue of the Work Completion Note.
- 3.13.2 The warranty shall cover on all parts/equipment used against materials or manufacturing defects and the workmanship.

- 3.13.3 This guarantee shall cover the cost of repairing and replacing of any part found to be defective due to above.
- 3.13.4 The Contractor shall provide support which include responding to inquiries, resolving complaints, and providing technical assistance, within 24 hours of receiving request from PT PIP's authorized personnel.
- 3.13.5 The Contractor shall deliver spare or replacement parts to PT PIP within 3 calendar days after technical matters have been settled with PT PIP's authorized personnel.
- 3.13.6 Spare parts availability shall be for minimum of 5 years.

4. Technical Requirements for RTGC Safety Enhancement Systems

4.1 RTGCs Location and Technical Specifications

- 4.1.1 Eight (8) units RTGC, i.e. RTG01, RTG02, RTG03, RTG04, RTG09, RTG10, RTG21 and RTG22 are located at T300 Terminal, Tanjung Priok Port, Jakarta, Indonesia.
- 4.1.2 Eight (8) units RTGC, i.e. RTG07, RTG08, RTG10, RTG11, RTG12, RTG14, RTG15 and RTG16 are located at Adipurusa Terminal, Tanjung Priok Port, Jakarta, Indonesia.
- 4.1.3 General technical specifications for these 16 units RTGC are shown in Appendix A.

4.2 Work Environment for RTGC

- 4.2.1 RTGC Safety Enhancement Systems will be installed on RTGC that works in outdoor area near the seaside. Hence, in the design process, anti-corrosion, dust-proof, lightning-proof, anti-leakage, rainstorm-proof, and strong wind-proof should be fully considered for the products. The products should be able to withstand these adverse environment conditions during usage in its life cycle.
- 4.2.2 Ambient temperature is between 20 and 40 degrees Celsius.
- 4.2.3 Wind speed is up to 20 m/s.
- 4.2.4 Relative humidity is up to 85%.
- 4.2.5 Accuracy of RTGC Safety Enhancement Systems shall be minimally affected by weather conditions.

4.3 Technical Requirements for RTGC Safety Enhancement Systems

4.3.1 Stack Profiling System

- a. This System shall use industrial laser scanners or other technology to provide real-time 2D/3D stack profile and detect container stack height, position, and shape.
- b. This System can monitor constantly the RTGC Spreader position and the outline of the containers stacking area.
- c. This System communicates with RTGC PLC (Programmable Logic Controller) to do safe deceleration and realize the anti-collision function of the Spreader in the direction of the trolley and the hoist movement **both in the working bay and adjacent bay**.
- d. This System enables soft landing of the Spreader and its loaded container at the working bay.
- e. This System provides single bypass function for speed limit control on the Operator's console.

4.3.2 Gantry Anti-Collision System

- a. This System can detect obstacle in the moving direction of RTGC along gantry lanes and do safe deceleration and stops RTGC. It shall prevent collision with other RTGs, Trucks, Containers, Yard obstacles or Personnel.
- b. This System shall be able to have configurable zones such as warning zone, slow down zone and stop zone.

- c. This System is preferably to have cameras that show video information of RTGC's gantry direction on Operator's Monitor. However, this is not mandatory.
 - d. During RTGC gantry at cross-area (when RTGC tires are moving at 90 degrees), no anti-collision function is required.
- 4.3.3 Chassis Lift Prevention System
- a. This System can detect when container and chassis are lifted together during hoisting operation (because lock pin of the chassis is not fully opened) and prohibits the lifting.
 - b. This System provides single bypass function for anti-lifting control on the Operator's console.
 - c. This System works on one side of RTGC.
- 4.3.4 Anti-Collision System between Spreader and Truck Cabin (Anti-smashing of Truck Cabin)
- a. This System can detect when Truck Cabin is located within active area of Spreader and prohibits to hoist down, henceforth avoiding to strike the truck cabin.
 - b. This System must be able to function with both internal truck and external truck that drives bi-directional.

4.4 Delivery Schedule

- 4.4.1 Due to operational requirements in our Container Terminals, PT PIP will be able to release 1-unit RTGC for Systems installation and testing works at any one time, at each Terminal.
- 4.4.2 PT PIP requires the Contractor to complete commissioning of 16 units RTGC Safety Enhancement Systems within 8 months after the date of award of tender winner.
- 4.4.3 Bidder is expected to complete Works within the below schedule.
- (a) First batch 4 units of the Goods shall be delivered, installed and completed the commissioning test on the fifth month.
 - (b) Second batch 4 units of the Goods shall be delivered, installed and completed the commissioning test on the sixth month.
 - (c) Third batch 4 units of the Goods shall be delivered, installed and completed the commissioning test on the seventh month.
 - (d) Fourth batch 4 units of the Goods shall be delivered, installed and completed the commissioning test on the eighth month.
- 4.4.4 Bidder is allowed to propose different Works completion schedule for 16 units RTGC Safety Enhancement Systems.

Appendix A

General Technical Specifications (2 Pages)
for 16 units RTGC

PLC AND DRIVES FOR RTGC AT T300 TERMINAL

RTG No	PLC & Drive	Details	Brand	Type	Drive Type AC/DC	Remark
RTG01	PLC	CPU	Fuji Elektrik	F70S		Ethernet Port
	Drive	Hoist	Fuji Elektrik Frenic 5000VG7S	FRN280vG7S-4LC	AC Drive	
		Gantry1	Fuji Elektrik Frenic 5000VG7S	FRN45VG7S-4LS	AC Drive	
		Gantry2	Fuji Elektrik Frenic 5000VG7S	FRN45VG7S-4LS	AC Drive	
		Gantry3	Fuji Elektrik Frenic 5000VG7S	FRN45VG7S-4LS	AC Drive	
		Gantry4	Fuji Elektrik Frenic 5000VG7S	FRN45VG7S-4LS	AC Drive	
		Trolley	Fuji Elektrik Frenic 5000VG7S	FRN45VG7S-4LS	AC Drive	

RTG No	PLC & Drive	Details	Brand	Type	Drive Type AC/DC	Remark
RTG02	PLC	CPU	Fuji Elektrik	F70S		Ethernet Port
	Drive	Hoist	Fuji Elektrik Frenic 5000VG7S	FRN280vG7S-4LC	AC Drive	
		Gantry1	Fuji Elektrik Frenic 5000VG7S	FRN45VG7S-4LS	AC Drive	
		Gantry2	Fuji Elektrik Frenic 5000VG7S	FRN45VG7S-4LS	AC Drive	
		Gantry3	Fuji Elektrik Frenic 5000VG7S	FRN45VG7S-4LS	AC Drive	
		Gantry4	Fuji Elektrik Frenic 5000VG7S	FRN45VG7S-4LS	AC Drive	
		Trolley	Fuji Elektrik Frenic 5000VG7S	FRN45VG7S-4LS	AC Drive	

RTG No	PLC & Drive	Details	Brand	Type	Drive Type AC/DC	Remark
RTG03	PLC	CPU	Fuji Elektrik	F70S		Ethernet Port
	Drive	Hoist	Fuji Elektrik Frenic 5000VG7S	FRN280vG7S-4LC	AC Drive	
		Gantry1	Fuji Elektrik Frenic 5000VG7S	FRN45VG7S-4LS	AC Drive	
		Gantry2	Fuji Elektrik Frenic 5000VG7S	FRN45VG7S-4LS	AC Drive	
		Gantry3	Fuji Elektrik Frenic 5000VG7S	FRN45VG7S-4LS	AC Drive	
		Gantry4	Fuji Elektrik Frenic 5000VG7S	FRN45VG7S-4LS	AC Drive	
		Trolley	Fuji Elektrik Frenic 5000VG7S	FRN45VG7S-4LS	AC Drive	

RTG No	PLC & Drive	Details	Brand	Type	Drive Type AC/DC	Remark
RTG04	PLC	CPU	Fuji Elektrik	F70S		Ethernet Port
	Drive	Hoist	Fuji Elektrik Frenic 5000VG7S	FRN280vG7S-4LC	AC Drive	
		Gantry1	Fuji Elektrik Frenic 5000VG7S	FRN45VG7S-4LS	AC Drive	
		Gantry2	Fuji Elektrik Frenic 5000VG7S	FRN45VG7S-4LS	AC Drive	
		Gantry3	Fuji Elektrik Frenic 5000VG7S	FRN45VG7S-4LS	AC Drive	
		Gantry4	Fuji Elektrik Frenic 5000VG7S	FRN45VG7S-4LS	AC Drive	
		Trolley	Fuji Elektrik Frenic 5000VG7S	FRN45VG7S-4LS	AC Drive	

RTG No	PLC & Drive	Details	Brand	Type	Drive Type AC/DC	Remark
RTG09	PLC	CPU	Yaskawa	CP-316H		Ethernet Port
	Drive	Hoist/Gantry1	Yaskawa	CIMR-CRA4200.42000A.MS	AC Drive	
		Gantry2	Yaskawa	CIMR-SSA4055.40550A.MS	AC Drive	
		Trolley	Yaskawa	CIMR-SSA4037.40370A.MS	AC Drive	

RTG No	PLC & Drive	Details	Brand	Type	Drive Type AC/DC	Remark
RTG10	PLC	CPU	SIEMENS	6ES7 315-2EG10-0AB0		Profibus DP Port
	Drive	Hoist/Gantry1	SIEMENS SIMOVERT VC	1P 6SE7036-0TJ60-Z	AC Drive	
		Gantry2	SIEMENS SIMOVERT VC	1P 6SE7031-8TF60-Z	AC Drive	
		Trolley	SIEMENS SIMOVERT VC	1P 6SE7031-8TF60-Z	AC Drive	

RTG No	PLC & Drive	Details	Brand	Type	Drive Type AC/DC	Remark
RTG21	PLC	CPU	SIEMENS	6ES7 315-2FJ14-0AB0		Profinet Port
	Drive	Hoist/Gantry1	SIEMENS SINAMICS	1P 6SL3320-1TE35-0AA3	AC Drive	
		Gantry2	SIEMENS SINAMICS	1P 6SL3120-1TE32-0AA4 S	AC Drive	
		Trolley	SIEMENS SINAMICS	1P 6SL3120-1TE28-5AA3 S	AC Drive	

RTG No	PLC & Drive	Details	Brand	Type	Drive Type AC/DC	Remark
RTG22	PLC	CPU	SIEMENS	6ES7 315-2FJ14-0AB0		Profinet Port
	Drive	Hoist/Gantry1	SIEMENS SINAMICS	1P 6SL3320-1TE35-0AA3	AC Drive	
		Gantry2	SIEMENS SINAMICS	1P 6SL3120-1TE32-0AA4 S	AC Drive	
		Trolley	SIEMENS SINAMICS	1P 6SL3120-1TE28-5AA3 S	AC Drive	

PLC AND DRIVES FOR RTGC AT ADIPURUSA TERMINAL

RTG No	PLC & Drive	Details	Brand	Type	Drive Type AC/DC	Remark
RTG07	PLC	CPU	Siemens	6ES7315-2EG10-OABO		Profibus DP Port
	Drive	Hoist/Gantry1	Siemens	6SE7035-1EK60-Z	AC Drive	
		Gantry2	Siemens	6SE7031-5TF60-Z	AC Drive	
		Trolley	Siemens	6SE7027-2TD61-Z	AC Drive	

RTG No	PLC & Drive	Details	Brand	Type	Drive Type AC/DC	Remark
RTG08	PLC	CPU	Siemens	6ES7315-2EG10-OABO		Profibus DP Port
	Drive	Hoist/Gantry1	Siemens	6SE7035-1EKa60-Z	AC Drive	
		Gantry2	Siemens	6SE7031-5TF60-Z	AC Drive	
		Trolley	Siemens	6SE7027-2TD61-Z	AC Drive	

RTG No	PLC & Drive	Details	Brand	Type	Drive Type AC/DC	Remark
RTG10	PLC	CPU	Siemens	6ES7315-2AG10-OAB0		Profibus DP Port
	Drive	Hoist/Gantry1	Siemens	6SE7033-7TG60-Z	AC Drive	
		Gantry2	Siemens	6SE7031-2TF60-Z	AC Drive	
		Trolley	Siemens	6SE7027-2TD61-Z	AC Drive	

RTG No	PLC & Drive	Details	Brand	Type	Drive Type AC/DC	Remark
RTG11	PLC	CPU	Siemens	6ES7-516-3AN01-QAQB		Profibus DP Port
	Drive	Hoist/Gantry1	Siemens	6SL3352-1AE36-1CA1	AC Drive	
		Gantry2	Siemens	6SL3120-1TE31-3AA3	AC Drive	
		Trolley	Siemens	6SL3120-1TE31-3AA3	AC Drive	

RTG No	PLC & Drive	Details	Brand	Type	Drive Type AC/DC	Remark
RTG12	PLC	CPU	Siemens	6ES7-5163AN01-QAQB		Profibus DP Port
	Drive	Hoist/Gantry1	Siemens	6SL3352-1AE36-1CA1	AC Drive	
		Gantry2	Siemens	6SL3120-1TE31-3AA3	AC Drive	
		Trolley	Siemens	6SL3120-1TE31-3AA3	AC Drive	

RTG No	PLC & Drive	Details	Brand	Type	Drive Type AC/DC	Remark
RTG14	PLC	CPU	Mitsubishi	M2ACPU		RS485
	Drive	Hoist	Siemens	6RA8087-6DV62-0AA0	DC Drive	
		Gantry1	Siemens	6RA8075-6DV62-0AA0	DC Drive	
		Gantry2	Siemens	6RA8075-6DV62-0AA0	DC Drive	
		Trolley	Siemens	6RA8028-6DV62-0AA0	DC Drive	

RTG No	PLC & Drive	Details	Brand	Type	Drive Type AC/DC	Remark
RTG15	PLC	CPU	Mitsubishi	M2ACPU		RS485
	Drive	Hoist	Siemens	6RA8087-6DV62-0AA0	DC Drive	
		Gantry1	Siemens	6RA8075-6DV62-0AA0	DC Drive	
		Gantry2	Siemens	6RA8075-6DV62-0AA0	DC Drive	
		Trolley	Siemens	6RA8028-6DV62-0AA0	DC Drive	

RTG No	PLC & Drive	Details	Brand	Type	Drive Type AC/DC	Remark
RTG16	PLC	CPU	Siemens	6ES7-315-2EH14-OAOB		Profibus DP Port
	Drive	Hoist/Gantry	Siemens	6RA8085-6FV62-0AAO	DC Drive	
		Trolley	Siemens	6RA8031-6FV62-0AAO	DC Drive	

SECTION 3

DRAFT ARTICLES OF AGREEMENT / CONTRACT

PT PARVI INDAH PERSADA

and

PT xxx

Contract Number

xxx/xxx/xxx

Tender Reference Number

PIP-RFQ-0926-001

for

**Sale & Purchase of RTGC Safety Enhancement Systems
consisting of Stack Profiling System, Gantry Anti-Collision System,
Chassis Lift Prevention System, and
Anti-Collision System between Spreader and Truck Cabin (or Anti-
Smashing of Truck Cabin)**

for 16 units RTGC

DD MMM YYYY

THIS AGREEMENT regarding sale and purchase of RTGC Safety Enhancement Systems consisting of Stack Profiling System, Gantry Anti-Collision System, Chassis Lift Prevention System, and Anti-Collision System between Spreader and Truck Cabin (or Anti-Smashing of Truck Cabin) for 16 Units RTGC (hereby referred as the "RTGC Safety Enhancement Systems") is entered into and signed on [Day, Date], by and between:

- I. PT Parvi Indah Persada, a limited liability company established in the Republic of Indonesia, whose registered office is situated at Jalan Kebon Bawang 1 No. 45 Tanjung Priok, Jakarta Utara 14320, Indonesia, in this matter represented by Chiong Yew Ee in his capacity as Director, therefore duly authorized to represent and act for and on behalf of PT Parvi Indah Persada (hereinafter called the **"First Party or PT PIP"**); and
- II. PT xxx, a limited liability company established in xxx, whose registered office is situated at xxxx in this matter represented by xx in his/her capacity as [position], therefore duly authorized to represent and act for and on behalf of PT xxx (hereinafter called the **"Second Party"**).

The First Party and The Second Party, each hereinafter individually referred to as a **"Party"** and collectively as the **"Parties"**, hereby first set forth and state the following:

1. The First Party engaged in the business of operates and maintains container handling equipment at T300 Terminal and Adipurusa Terminal, Tanjung Priok Port, North Jakarta, Indonesia and intends to procure RTGC Safety Enhancement Systems (hereinafter called the **"Goods"**) for 16 units RTGC.
2. The Second Party is a company with related experience that is capable of design, manufacture, provision of all materials, equipment and tools necessary to supply, integrate, test and commission RTGC Safety Enhancement Systems.
3. Whereas the Parties agree to be mutually bound to carry out the sale and purchase of the Systems (hereinafter called the **"Transaction"**) subject to the term and condition as agreed upon in this Agreement.
4. The Parties acknowledge and declare that, in connection with the execution of this Agreement, each Party:
 - a. does not contravene any applicable laws and regulations;
 - b. has executed this Agreement after conducting due and proper review;
 - c. has fully read and understood the provisions of this Agreement; and
 - d. has been afforded adequate opportunity to examine and confirm all provisions of this Agreement, as well as all relevant facts and circumstances.

Based on the foregoing, and guided by the principles of good faith and mutual benefit, the Parties intend to enter into and execute this Agreement subject to the terms and conditions set forth in the following Articles:

Article 1

BASIS OF THE TRANSACTION

The implementation of the Transaction as referred to in this Agreement shall be carried out by the Second Party based on the following grounds:

1. The First Party has conducted an open tender under Tender Reference No. PIP-RFQ-0926-001 for the Purchase of RTGC Safety Enhancement Systems for 16 Units RTGC, by inviting Bidders to submit their Bidding Documents in accordance with the Terms of Reference published on PT PIP's website;
2. The Second Party has submitted its Bidding Documents for the open tender on [date of submission of bidding document], which has been duly reviewed and verified by the First Party;
3. The Second Party has been declared the tender winner based on Award Letter for Tender Winner dated [xx-xx-xx] issued by the First Party;

4. The Second Party has accepted the award as tender winner through a Work Acceptance Statement dated [xx-xx-xx] addressed to the First Party.
5. The First Party shall issue a *Purchase Order* addressed to the Second Party, which shall constitute the confirmation document for the implementation of the Transaction.

Article 2

DEFINITIONS & INTERPRETATIONS

The following words and expressions save where the context otherwise requires, shall have the meanings set forth opposite:

"Purchase Order (PO)"	means the document of procurement order which is issued by PT PIP to the Supplier as the formal commitment of the PT PIP's procurement.
"Bidding Documents"	means documents as stipulated by PT PIP which have to be submitted by the Bidder in order to fulfil the tender requirements.
"Business Days"	means a day, other than a Saturday or Sunday in which commercial banks are open for general business in Jakarta, Indonesia.
"Sites"	means the location where the respective RTGC is located in the following terminal in Tanjung Priok Port, North Jakarta, Indonesia: • Eight (8) units RTGC, i.e. RTG01, RTG02, RTG03, RTG04, RTG09, RTG10, RTG21 and RTG22 at T300 Terminal; and • Eight (8) units RTGC, i.e. RTG07, RTG08, RTG10, RTG11, RTG12, RTG14, RTG15 and RTG16 at Adipurusa Terminal.
"Force Majeure"	has the meaning ascribed to it in Clause 13(a).
"Language Law"	means Law of the Republic of Indonesia Number 24 of 2009 on National Flag, Language, Coat of Arms, and Anthem of Indonesia and Presidential Regulation of the Republic of Indonesia Number 63 of 2019 on the Use of Indonesian Language as the same may from time.
"Rubber Tyre Gantry Crane ("RTGC")"	means heavy equipment used at container terminals to lift, move, and stack containers within the container yard.
"Certificate of Goods Handover ("BAST")"	means a document duly executed by the Parties evidencing that the Goods have been delivered by the Second Party to, and accepted by, the First Party, and have successfully passed the commissioning test in accordance with the terms and conditions of this Agreement.

Article 3

SCOPE OF TRANSACTION

1. The Second Party shall design, manufacture, provision of all materials, equipment and tools necessary to supply the Goods.

2. Eight (8) units RTGC, i.e. RTG01, RTG02, RTG03, RTG04, RTG09, RTG10, RTG21 and RTG22 are located at T300 Terminal, Tanjung Priok Port, Jakarta, Indonesia.
Eight (8) units RTGC, i.e. RTG07, RTG08, RTG10, RTG11, RTG12, RTG14, RTG15 and RTG16 are located at Adipurusa Terminal, Tanjung Priok Port, Jakarta, Indonesia.
3. Technical specifications of the Goods are as shown in Appendix 1.
4. Systems Installing, Testing, and Commissioning
 - a. The Second Party must conduct Factory Acceptance Test (FAT) or Quality Control Test (QC) for RTGC Safety Enhancement Systems and submit a full comprehensive test report to the First Party for review.
 - b. Upon agreement of FAT Report by the First Party, the Second Party can arrange delivery for the Goods to the Sites in which the related RTGC is located as indicated on Paragraph 2 of this Article.
 - c. Upon delivery at the Sites, joint inspection of equipment, parts and components shall be conducted together by Parties.
 - d. RTGC Safety Enhancement Systems will be installed on RTGC by the First Party's own engineering team including provision of supporting platform or mobile crane, welding machines and welding rods, cable trays and accessories, with technical advisory assistance from the Second Party as necessary.
 - e. The Second Party shall do RTGC Safety Enhancement Systems integration with RTGC Programmable Logic Controller (PLC), systems testing and commissioning on-site. The First Party will assist to apply work permit for the Second Party's Engineer(s) if necessary, with the cost borne by the Second Party. Successful completion of the commissioning test shall be a prerequisite for the issuance of the BAST.
5. Training
The Second Party shall conduct training for the First Party's RTGC Operators and Maintenance Staff. The content of the training shall include but not be limited to the following:
 - a. Instruction and explanation of all devices on the Goods.
 - b. Instruction and training of handling operation of the Goods.
 - c. Inspection and maintenance of operationally critical components for the Goods.
 - d. Instruction on troubleshooting and repair of the Goods.
 - e. Instruction on routine maintenance and preventive maintenance plan for the Goods.
6. The Second Party shall provide manuals on the Goods's installation, operation, service or maintenance, and parts.

Article 4 RESPONSIBILITY

1. The Second Party shall be responsible for the safety of all personnel employed on the Sites pertaining to this Transaction. Safety policies of the First Party in force, shall be adhered to at all times and Second Party shall be responsible for all necessary safety equipment, clothing etc. required by the Second Party's personnel to carry out the duties associated with the Transactions.
2. It is the responsibility of the Second Party to ensure the highest degree of safety is enforced during the execution of the intended works. This is required to ensure equipment and personnel safety. The First Party has the right to stop the Second Party if safety is not observed to the satisfaction of the First Party's safety rules and procedures.
3. The Second Party shall insure all personnel employed on the Sites to cover injuries or death arising out of the performance of the work related to this Transaction.

4. The Second Party shall be responsible for managing and maintaining a safe work area at the Sites at all times. Necessary precautions shall be taken by the Second Party to inhibit access to the Sites of equipment and/or personnel other than those associated with the Transaction.
5. The Second Party shall, using all due skill, care and diligence appropriate to an expert in works of this type, carry out the Transaction in accordance with the Agreement.
6. The Second Party is liable for the complete performance of all its obligations under this Agreement and is exclusively responsible for providing design, materials and workmanship to meet the requirements set out in the Agreement.
7. The Second Party shall be responsible for the design, provision of all materials, equipment and tools necessary to complete the Works, test products and delivery to the Sites. Products shall be designed, manufactured and tested in accordance with industry standards from GB/T, ISO, IEC, UN, ECE, AWS (welding), ASTM (painting).
8. If material to be provided is deviated from the proposed material, sufficient information, as directed by the First Party, shall be provided by the Second Party for review prior to any Works.
9. The Second Party shall ensure materials shall be free from flaws.
10. Workmanship throughout shall be of the highest quality and will be constantly monitored by the First Party or his approved representative. If in his opinion the work, rectification work or methods used do not meet with the required standards, works shall be stopped and an acceptable solution sought. The First Party reserves the right to have works reworked where necessary and personnel removed from site who is deemed to be unqualified for duties being carried out and/or responsible for poor unacceptable quality.
11. Where indicated on the design drawings, instructions, methods and procedures shall be followed without deviation by the Second Party.
12. The Second Party shall provide for review by the First Party, a full comprehensive test report after completing tests.
13. If the First Party has satisfied that the Second party had completed the scope of Transaction under Article 3 of this Agreement, both Parties agree to sign a BAST within 1 (one) day.
14. The First Party shall pay to the Second Party the transaction price, and such further sums as may be expressly provided in the payment terms in this Agreement.

Article 5

PRICE, TERMS OF PAYMENT AND PLACE OF DELIVERY

1. The Price for each of the items comprising the Transaction and performance of all its obligations by the Second Party in relation to this Agreement is **IDR xxx inclusive of VAT**, "CIF (Cost Insurance & Freight) First Party's Sites in Tanjung Priok Port, North Jakarta (Incoterms® 2020)" term price (referred as "Price"). Total Price for all the Goods therein is a lump sum and is not subject to escalation in respect of costs of goods, materials, fuel and/or services (including, without limitation, labor) or variation in rates of currency exchange or any kind of tax or for any other reason whatsoever except as explicitly provided for in any other provision of this Agreement that provides for an increase in the Contract Price.
2. The First Party will be responsible for Customs clearance during import for parts/equipment from outside Indonesia, including handling charge, container demurrage and storage demurrage, and any other cost.
3. Subject to the Second Party's proper and complete performance of the Transaction and obligations under this Agreement, payment of the Price shall be made by the First Party to the Second Party in accordance with the payment terms.
4. The Payment Terms are:
 - I. 20% down payment of the Price upon signing of the Agreement.

- II. 50% 2nd term payment of the Price upon confirmation that 16 units of the Goods are delivered to the Site and confirmed that Goods are received in good order and condition.
- III. 30% 3rd term payment of the Price upon completion of commissioning test for 16 units of the Goods, training for the First Party's Staff, issuance of BAST and the receipt of Warranty Bond with 5% of the total Price. Warranty Bond shall adopt the format provided by the Second Party's bank, be unconditional, irrevocable, and payable on first demand, with validity until end of 1 year warranty period from the date of BAST issuance.
5. Payment term is within 30 days after the invoice has been received by the First Party.
6. The First Party agrees to pay to the Second Party, the Price by way of bank transfer to the Second Party's bank account as follows:
Beneficiary name:
Bank name:
Bank Account number:
Bank Account branch:
SWIFT Code:
7. Each Party shall bear its own taxes stipulated by any applicable laws and regulations.
8. Place of delivery for the Goods shall be at the Sites in North Jakarta, Indonesia.

Article 6

TERM OF THE AGREEMENT AND DELIVERY SCHEDULE

1. The term of this Agreement shall be commencing from the date of this Agreement till completion of Goods commissioning at Sites.
2. The term referred to in Paragraph (1) of this Article may be extended based on the evaluation and written agreement of the Parties, no later than 14 (fourteen) calendar days prior to the expiry of this Agreement.
3. The Second Party shall commence and progress delivery of the Transaction with all due diligence and ensure that the Transaction is fully completed in compliance with the below estimated schedule.
4. The Second Party shall deliver and complete the Transactions within stipulated months in the following after the date of this Agreement.
 - (e) First batch 4 units of the Goods shall be delivered, installed and completed the commissioning test on the fifth month.
 - (f) Second batch 4 units of the Goods shall be delivered, installed and completed the commissioning test on the sixth month.
 - (g) Third batch 4 units of the Goods shall be delivered, installed and completed the commissioning test on the seventh month.
 - (h) Fourth batch 4 units of the Goods shall be delivered, installed and completed the commissioning test on the eighth month.
5. The Parties agree that the delivery of the Goods shall be made on the following terms: Cost, Insurance and Freight (CIF) Tanjung Priok Port, Jakarta, Indonesia, Incoterms® 2020 issued by the International Chamber of Commerce.
6. The Second Party shall procure insurance providing coverage for the Goods throughout the period of transportation from the Port of Loading at [xx] to the Port of Destination at Tanjung Priok Port, North Jakarta, Indonesia. Such insurance shall be obtained from a reputable insurance company and shall name the First Party as the insured party, beneficiary, or party entitled to receive payment of any claim, or otherwise provide The First Party with the right to directly submit a claim to the insurance company.
7. The Second Party shall provide the insurance policy/certificate to The First Party prior to or concurrently with the submission of the shipping documents.

8. The Second Party shall provide the following shipping documents to The First Party:
 - a. Commercial Invoice;
 - b. Packing List;
 - c. Bill of Lading;
 - d. Certificate of Origin (if available);
 - e. Insurance Certificate;
 - f. Inspection Certificate (if required).
9. The expiry of this Agreement shall not extinguish any rights and obligations of the Parties which, by their nature, survive the expiry of this Agreement, including but not limited to provisions concerning insurance, warranties, confidentiality, settlement of payments, indemnification, and dispute resolution.

Article 7

EXTENSION OF TIME FOR COMPLETION

1. Should:
 - i. any variation order or change;
 - ii. any breach of this Agreement or act of prevention of the Works on the part of the First Party;
 - iii. any event of force majeure referred to in Clause 10;
 - iv. any event not attributable to the Second Party;which may occur to cause delay to the Works or any part thereof and be such as fairly to entitle the Second Party to an extension of time to any relevant schedule, the First Party and the Second Party shall use their best endeavors to reach a mutual agreement on a fair and equitable extension of time to the relevant schedule.
2. The Second Party shall give notice to the First Party of his intention to claim an extension of time within 14 days after the occurrence to which the notice relates and shall thereafter provide detailed particulars supporting any claim to an extension of time within a reasonable time.
3. If any breach of this Agreement or act of prevention on the part of the First Party entitles the Second Party to an extension of time, then within a reasonable time of receipt of written application and sufficient supporting detail and documentation from the Second Party, the First Party shall pay the Second Party in accordance with the applicable rates, but if there are no such rates and prices, or if they are not applicable, then such value shall be fair and reasonable in all circumstances.
4. If the Second Party intends to claim any additional payment whether pursuant to or arising from breach of any clauses of these Conditions or otherwise, it shall give notice of its intention to the First Party within 14 days after the event giving rise to the claim has first arisen. The Second Party shall send to the First Party an account giving detailed particulars of the amounts claimed and the grounds upon which the claim is based. The First Party shall be entitled to include within any payment to the Second Party such an amount in respect of any claim due to the Second Party provided that the Second Party has supplied sufficient particulars to enable the First Party to determine the amount due.
5. The Second Party shall not be entitled to claim any additional payment or other monetary compensation whatsoever for any extension of time granted in respect of delays caused by the Second Party.

Article 8

REQUIREMENTS FOR INSPECTION AND ACCEPTANCE OF THE GOODS

1. If the Goods delivered by the Second Party to the First Party do not conform to the specifications and/or the required quantity, the First Party shall have the right to reject the Goods.
2. In the event of rejection of the Goods as referred to in Paragraph (1) of this Article, the Second Party shall promptly collect, replace and/or repair the Goods in accordance with the instructions of the First

Party, provided that all costs and time-related risks associated with the collection, replacement and/or repair and redelivery of the Goods shall be borne solely by and be the responsibility of the Second Party.

3. In the event that, for any reason whatsoever, the Second Party fails to promptly collect, replace and/or repair the Goods in accordance with the instructions of the First Party, the First Party shall have the right to move the Goods from the Sites to another location as determined by the First Party, and the Second Party shall be responsible for all costs and risks arising therefrom, including any risks of damage to, security of, and condition of the Goods resulting from such relocation.
4. In the event that the First Party is required to move the Goods from the Sites to another location as referred to in Paragraph (3) of this Article, the First Party shall have the right to charge and recover from the Second Party all costs and losses incurred as a result of such relocation of the Goods by the First Party.
5. For as long as the Second Party has not fulfilled its obligation to collect, replace and/or repair the Goods in accordance with the instructions of the First Party, the First Party shall have the right to withhold or suspend any and all rights and interests of the Second Party under this Agreement until the Second Party has complied with the instructions of the First Party and/or the relevant costs or losses have been compensated by setting them off against any amounts or rights otherwise due to the Second Party under this Agreement.

Article 9 LATE PERFORMANCE

1. Any breach by either Party of its obligations as stipulated in this Agreement shall constitute a default under this Agreement;
2. If either Party becomes aware of or considers that a default has occurred on the part of the other Party, the Party becoming aware of such default may provide written notice to the other Party which has committed or is alleged to have committed such default, stating the grounds for such default;
3. The written notice of default referred to above may be delivered to the other Party at least 2 (two) times, with an interval of 7 (seven) days between each written notice, unless the Party declared or alleged to be in default has, in good faith, provided a response or confirmed its intention to fulfill its legal obligations and refrain from committing any further breach of this Agreement;
4. If the Second Party fails to deliver the Goods due to the negligence of the Second Party, whether intentionally or unintentionally, the Second Party shall refund all amounts paid by the First Party within a maximum period of 5 (five) Business Days from the date on which the First Party receives the relevant notification.
5. Liquidated damages shall be applicable at 0.25% of the Price for every day of delay to the mutually agreed completion date as indicated in Article 6, or extension thereof and shall be limited to an aggregate maximum of 10% of the Price.
6. The durations associated with suspension/delay (not caused by the Second Party), force majeure and waiting on weather shall not be taken account for calculating liquidated damages; and the completion date(s) shall be extended by the cumulative duration of these delays.

Article 10 WARRANTY

1. The Second Party shall provide one (1) year warranty for the Goods from the date of issue of the BAST.
2. The Second Party warrants that all of the Goods (including the Parts/equipment) shall be in accordance with the Specifications (including as to design, quality, performance, measurement and any other

conditions stipulated in this Agreement), shall be fit for their intended purpose, shall comply with all applicable legal requirements and other regulations and shall be free from all defects in design, manufacture, materials, workmanship and operational logic.

3. Should any Defect in any Goods appear or arise during the Warranty Period, and provided that such defect does not arise from any failure of such Goods to be appropriately maintained by the First Party, the Second Party shall, at its own expense, do all things necessary to promptly rectify the Defect and any resulting damage to other parts of the Goods forthwith (including by the repair or replacement of the defective or damaged Goods and the provision of labor to undertake the said repair and replacement).
4. If the Second Party fails to do so within the agreed time frame, the First Party may remedy the defect itself or through a third party and recover all related costs from the Second Party.
5. If the Second Party redesigns, re-executes works or repairs or replaces any of the Goods, the provisions of this Article shall then apply to such redesigned, re-executed, repaired or replacement Goods, save that the Second Party's obligations under Paragraph (1) of this Article shall apply for a period terminating 1 year after the date when such repair or replacement was completed to the satisfaction of the First Party.
6. The Second Party shall provide support which includes responding to inquiries, resolving complaints, and providing technical assistance, within 24 hours of receiving request from the First Party's authorized personnel.
7. The Second Party shall deliver spare or replacement parts to the First Party within 3 calendar days after technical matters have been settled with the First Party's authorized personnel.
8. The Second Party shall warrant spare parts availability for minimum of 5 years.
9. The First Party may call on the Warranty Bond if the Second Party fails to fulfil any warranty obligation, including repair or replacement of defects within the required timeframe. Calling the Bond does not limit the the First Party's right to claim additional damages. The Bond shall only be released upon the First Party's written confirmation that all warranty obligations have been satisfactorily completed.

Article 11 CONSULTATION

In addition to the provisions set forth in this Agreement, upon request, the Second Party shall, without any additional compensation from the First Party, provide consultation, advice, recommendations and/or input to the First Party regarding any questions or matters relating to the Goods until the expiry of the term of this Agreement.

Article 12 TERMINATION

1. The expiry of this Agreement is as stipulated in Article 6 of this Agreement.
2. If the Second Party commits any material breach of its obligations under this Agreement, the First Party may send to the Second Party an order in writing requiring a remedy of the breach. In case of delay, a delay exceeding thirty (30) days shall be considered material. If the Second Party fails to comply with such order within fifteen (15) days of the date of the written correspondence, including the failing of the Second Party to initiate corrective measures or to present an acceptable action plan to correct the defect/breach (or such other period, being not less than fifteen (15) days, as may be stipulated in the said order), the First Party may, by giving notice in writing to the Second Party, terminate this Agreement in whole or in part with immediate effect.

3. If the Second Party becomes subject to bankruptcy, insolvency, receivership or other analogous proceedings, or where applicable, receives a judicial declaration of suspension of payments, or if an order is made or resolution is passed for winding up (other than for the purposes of amalgamation or reconstruction previously approved in writing by the First Party), or if the Second Party enters into any composition or arrangement with its creditors, the First Party may, without prejudice to any other rights it may have, and without liability, terminate forthwith this Agreement in whole or in part.
4. The First Party may at any time, by giving notice in writing to the Second Party, terminate this Agreement in whole or in part with immediate effect, in which event the Second Party shall be entitled to reasonable termination charges consisting of a percentage of the Price reflecting the percentage of the delivery completed prior to termination, plus actual direct costs reasonably incurred resulting from such termination (to be evidenced by proper supporting documentation), but to no other sum in respect of the costs of termination or in consequence thereof.
5. Notwithstanding the provisions of Paragraph 2 and 3 of this Article, if at any time the Second Party is or has become insolvent, has a provisional liquidator appointed or a winding-up order made against it or is the subject of a similar or analogous arrangement or proceeding in any jurisdiction, the Second Party shall be deemed to be in breach of this Agreement, and the First Party may at any time thereafter, by giving notice in writing to the Second Party, terminate this Agreement in whole or in part with immediate effect without giving any prior notice. In such case the First Party shall not be required to pay any termination payment or any sum in respect of the costs of termination or in consequence thereof.
6. Under no circumstances shall the First Party be obliged to pay any sum in respect of loss of profit, loss of contribution to overheads, loss of surplus, loss of bargain or any indirect or consequential loss in consequence of the termination for any reason of the Agreement.
7. The Parties agree to waive the provisions of Article 1266 of the Indonesian Civil Code to the extent that such Article requires a court decision for the termination of this Agreement.

Article 13 **FORCE MAJEURE**

1. Force Majeure means any event or circumstance that occurs beyond the will of the Parties and/or beyond human control, which directly affects the performance of this Agreement by the Parties, including but not limited to fire, flood, earthquake, typhoon, mass riots, rebellion, war, and politically motivated civil unrest, resulting in either Party or the Parties being unable to perform their respective rights and obligations under this Agreement.
2. If either Party (the "Affected Party") is prevented or delayed from performing any of its obligations hereunder (excluding the obligations to make payment under this Agreement) by reason of act(s) of God, war, embargo, riot, strike, lock-out, terrorism, fire, flood, government action or by any cause outside its control and which could not have been prevented by the exercise of reasonable and due care ("Force Majeure"), the Affected Party shall, as soon as possible, and in any event no later than 7 days of the occurrence of the relevant event(s) of force majeure, give verbal and written notice to the other Party, stating the circumstances and providing all available evidence (to be followed by such other evidence as may reasonably be requested by that other Party) and specifying the period for which it is estimated that the Affected Party's performance of this agreement shall be delayed or prevented. The other Party may at its sole discretion, without any liability, offer terms upon which the time for performing this Agreement or any part thereof shall be extended by a period equivalent to that during which such performance has been prevented by any of the events of force majeure.
3. Without affecting the provisions in the Paragraph (2) in this Article, if any event(s) of force majeure occurs, the Parties shall first use their best endeavors to rectify any failure, loss or delay as soon as

possible, and until such time as the same is rectified, the Parties shall each comply with such fallback procedures as they may agree from time to time.

4. The Affected Party shall not be deemed to be in breach of the Agreement or be liable to the other Party for any damages, costs or losses (whether direct, indirect, or consequential) suffered by the other Party as a result of the Affected Party being prevented or delayed from performing any of its obligations hereunder (except the obligation to make payment under this Agreement) by reason of force majeure.

Article 14 INDEMNITY

1. The Second Party shall defend, indemnify and hold harmless the First Party, its employees and Directors, from and against all taxes, liabilities, suits, claims, demands and legal actions of any kind and nature brought by any person arising from the invalidity of the purchase of the Goods, bodily injury, death, or damage to property arising out of or resulting from the implementation of the Transaction, except for any bodily injury, death or damage to property caused solely by the negligence of the First Party. This shall also include any losses arising from any claims, legal actions or litigation in connection with any alleged or actual infringement of any patent, copyright, trademark or other intellectual property rights in connection with the implementation of the Transaction or this Agreement.
2. The First Party shall defend, indemnify and hold harmless the Second Party, its employees and Directors, from and against all taxes, liabilities, suits, claims, demands and legal actions of any kind and nature brought by any person in respect of bodily injury, death, or damage to property arising out of this Agreement, except for any bodily injury, death or damage to property caused solely by the negligence of the Second Party.

Article 15 NOTICES

Any notices to be given hereunder shall be given by personal delivery, registered post, email or facsimile to the address or facsimile number of the recipient set out in this agreement or such other address or facsimile number as such party may have notified to the other for this purpose. Any notices sent by post shall be deemed in the absence of evidence of earlier receipt to have been delivered five days after dispatch and in proving the fact of dispatch it shall be sufficient to show the envelope containing such notice was properly addressed, stamped and posted. Any notice delivered personally or sent by cable, email or facsimile shall be deemed to have been delivered on the day of its dispatch provided such day is a business day in the place of its receipt.

The First Party

Address		
Phone		
E-mail		
U.P.		
Title		

The Second Party

Address		
Phone		
E-mail		
U.P.		
Title		

**Article 16
CONFIDENTIALITY**

Any or all information (whether in oral or written form) given by one Party to the other shall be treated as strictly confidential by the receiving Party and shall not be divulged or disclosed to any third party except strictly as required in the course of performance of its obligations under this Agreement.

**Article 17
ASSIGNMENT AND SUBCONTRACTING**

1. The Second Party shall not assign, transfer, novate, delegate, or otherwise dispose of, whether in whole or in part, any of its rights, interests, obligations, or liabilities under this Agreement, nor assign or transfer the whole or any part of the Transaction to any third party, without the prior written consent of the First Party.
2. Any consent given by the First Party pursuant to Paragraph (1) shall not release, discharge, or otherwise relieve the Second Party from any of its obligations, liabilities, or responsibilities under this Agreement. The Second Party shall remain fully responsible and liable for the acts, omissions, performance, and work results of any third party to whom any part of the Transaction has been assigned, transferred, delegated, or subcontracted.
3. The Second Party shall ensure that any third party engaged or appointed by the Second Party performs the relevant part of the Transaction in full compliance with all terms and conditions of this Agreement, including the requirements relating to the specifications, quality, quantity, delivery, and performance of the Goods.
4. No assignment, transfer, delegation, or subcontracting by the Second Party shall create any direct contractual relationship or liability between the First Party and such third party, unless otherwise expressly agreed in writing by the Parties.
5. Any assignment, transfer, delegation, or subcontracting made in violation of this Article shall constitute a material breach of this Agreement and shall entitle the First Party to exercise its rights and remedies under this Agreement and applicable laws and regulations.

**Article 18
DISPUTE SETTLEMENT**

1. Clause on dispute settlement shall be governed by and construed in accordance with the laws of the Republic of Indonesia. The Parties agree that they shall use reasonable endeavors to amicably settle disputes arising out of or in connection with the Agreement between them.

2. Any dispute which cannot be settled amicably within thirty (30) days shall be finally settled by arbitration in Jakarta in accordance with the Rules of the Indonesian National Board of Arbitration (BANI) by one or more arbitrators appointed in accordance with the said Rules. The arbitral award shall be final and binding upon the Parties.
3. During the dispute resolution process, the Parties shall continue to perform their respective obligations and responsibilities in good faith in accordance with the Dispute Resolution Agreement.

Article 19
GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of the Republic of Indonesia.

Article 20
OTHERS

1. Language:
 - a. In compliance with the Language Law, this agreement is entered into in the English and Indonesian language, and each Party confirms that it has read and fully understood the contents and consequences of this Agreement. The Parties acknowledge that both language versions are intended to express the same rights and obligations. In the event of any inconsistency, discrepancy, ambiguity, or conflict between the Indonesian language version and the English language version of this Amendment, the English language version shall prevail;
 - b. The Parties agree and undertake that each party will not (and will not allow or assist any other party to) in any manner or forum in any jurisdiction, challenge the validity of, or raise or file any objection to this Agreement; defend its non-performance or breach of its obligations under this Agreement; or allege that this Agreement does not constitute its legal, valid and binding obligation, enforceable against it in accordance with its terms, on the basis of any failure to comply with the Language Law.
2. Any matters that have not been sufficiently provided for in this Agreement and which are deemed necessary by the Parties shall be addressed through an additional agreement (Addendum/Amendment), which shall constitute an integral and inseparable part of this Agreement.
3. If any provision of this Agreement is held to be invalid or void, such provision shall be deemed not to form part of this Agreement, while the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by such invalid or void provision.
4. All documents and correspondence, including but not limited to Tender Terms of Reference, Bidding Documents, and Purchase Orders, shall constitute an integral and inseparable part of this Agreement.

IN WITNESS WHEREOF, this Agreement has been made and executed by the Parties on the day and date as stated at the beginning of this Agreement. This Agreement is made in 2 (two) original counterparts, each duly affixed with sufficient stamp duty, each of which shall have equal legal force and effect and shall be binding upon the Parties.

SIGNED by The First Party)
)
for and on behalf of)
PT Parvi Indah Persada)

XXXXXXXX

xxx

SIGNED by The Second Party)
)
for and on behalf of)
PT xxx)

XXXXXXXX

xxx

SECTION 4

TENDER EVALUATION METHOD

The evaluation should begin immediately by PT PIP's Evaluation Committee after opening of Bidding Documents. Comprehensive Scoring Method will be used to determine the Bidder to be awarded with the Contract.

I. Preliminary Examination

Formal Evaluation Criteria:

1. Bidding Documents are put in a sealed envelope which is chopped by company's stamp.
2. Bidder name is consistent with the name in the business license document.
3. All sections in the Bidding Documents have been signed by authorized personnel and chopped with company's stamp.

Credit and Performance Criteria:

1. Bidder is not subject to any order to cease operations, property takeover, freezing, or bankruptcy and maintain a good social reputation and performance capability, and is capable of providing high-quality, reliable service as evidenced by signing the letter of commitment.
2. Within the past three years (counting backward from the date of the tender announcement), the Bidder has not experienced any of the following: being listed as a disqualified supplier by government authorities, penalized by judicial bodies, involved in contract disputes with PT PIP, or subjected to claims.

Bids from eligible and qualified Bidders that have passed the preliminary examination will proceed to the detailed technical evaluation stage.

II. Specific Evaluation

The specific evaluation method is using comparative scoring of rated criteria.

Criteria and Weightings:

The final weighting for specific evaluation of bids for this project is **40% for technical specifications, 40% for price, and 20% for commercial dimension and delivery schedule**. Steps for specific evaluation are as follows:

First: Weighting of Technical Specifications Score

The technical specification score assigned to each bid in the evaluated bid formula will be determined by first weighting the technical specification scores assigned by each member of the Evaluation Committee to each rated criteria. These scores shall then be summed together to give the overall score.

Technical Specification are scored according to how well each bid meets the technical specification requirements outlined in the Bidding Documents, with weighting for each rated criteria as outlined below:

Rated Criteria	Weighting
RTGC Safety Enhancement Systems technical soundness and technology utilized	70%
Compliance for Warranty for Parts/Equipment	30%

The Score is between 0 – 100, where:

0 = means that the feature is absent; no relevant information to demonstrate how the requirement is met.
1-60 = for the feature being present but showing deficiencies such as insufficient information or information that lacks clarity.

61-80 = for meeting the requirements; sufficient information to demonstrate how the requirement will be met.

81-90 = for marginally exceeding the requirements; sufficient information to demonstrate that the requirement will be marginally exceeded; and

91-100 = for significantly exceeding the requirements; sufficient information that significantly exceed the requirements and/or contributes to significant value addition.

When the Evaluation Committee has agreed the score to be allocated to each rated criteria, the scores for each bid are multiplied by the weighting allocated to those rated criteria, and these scores are totaled to calculate the total weighted technical specification score for that bid.

Technical Specification Weighting Scoring Table:

Rated Criteria	Weighting	Score	Weighted Score <i>Weighting x Score</i>
RTGC Safety Enhancement Systems technical soundness and technology utilized	70%		
Compliance for Warranty for Parts/Equipment	30%		
Total Weighted Technical Specification Score			

Technical Specification Score Matrix:

Bidder Name	Total Weighted Technical Specification Score	Final Weighted Technical Specification Score <i>Total Weighted Technical Specification Score x 40%</i>
<i>Bidder A</i>		
<i>Bidder B</i>		
<i>Bidder C</i>		
.....		

Second: Weighting of Price Score

The evaluated quoted price for each bid is compared with the lowest evaluated price to determine the final weighted price score for each Bidder.

Score of Quoted Price

$$\frac{\text{Lowest Evaluated Price}}{\text{Bidder's Evaluated Price}}$$

Note:

- Price comparison uses the Evaluated Price that is derived from "III. Price Schedule and Delivery Schedule" in the Bidding Documents (Schedule 2).
- The Evaluated Price = CIF Price exclusive of value-added tax.

Price Score Matrix:

Bidder Name	Comparative Price Score <i>Score x 100</i>	Weighted Price Score <i>Comparative Price Score x 40%</i>
<i>Bidder A</i>		
<i>Bidder B</i>		
<i>Bidder C</i>		
.....		

Third: Weighting of Commercial Dimension and Delivery Schedule Score

Weighting for each rated criteria are outlined as below:

Rated Criteria	Weighting
Commercial Dimension	50%
Delivery and Works Completion Schedule	50%

Commercial dimension score will be evaluated based on the Bidder's performance or tracks records in supplying similar Goods to those offered in the quotation.

Bidders are requested to provide copies of contracts for similar projects as supporting evidence. The submitted documents should include the contract cover page and the signature page bearing the parties' stamps and/or signatures. Commercially sensitive information may be redacted or concealed.

Commercial dimension will be rated on a scale of 1 to 10 with breakdown as below:

- 1 to 3: Extremely or very unsatisfied;
- 4 to 5: Somewhat unsatisfied to neutral;
- 6 to 7: Somewhat to normally satisfied;
- 8 to 10: Very to perfectly satisfied.

The delivery schedule for each bid is compared with the shortest delivery schedule to determine the delivery schedule score for each Bidder.

Score of Delivery Schedule

$$\frac{\text{Shortest Delivery Schedule}}{\text{Bidder's Delivery Schedule}}$$

Note:

- Score will be 0 if the delivery schedule is not acceptable (exceed 10 months).

Commercial Dimension and Delivery Schedule Scoring Table:

Rated Criteria	Weighting	Score	Weighted Score <i>Weighting x Score</i>
Commercial Dimension	50%	Score x 10	
Delivery and Works Completion Schedule	50%	Score x 100	
Total Weighted Commercial Dimension and Delivery Schedule Score			

Commercial Dimension and Delivery Schedule Score Matrix:

Bidder Name	Total Weighted Commercial Dimension and Delivery Schedule Score	Final Weighted Commercial Dimension and Delivery Schedule Score <i>Total Weighted Commercial Dimension and Delivery Schedule Score x 20%</i>
<i>Bidder A</i>		
<i>Bidder B</i>		
<i>Bidder C</i>		
.....		

Fourth: Final Combined Score

The determination as to which Bidder is recommended for award of contract is made by adding the final weighted technical specification score, weighted price score and final weighted commercial dimension & delivery schedule score.

Bidder Name	Final Weighted Technical Specification Score	Weighted Price Score	Final Weighted Commercial Dimension & Delivery Schedule Score	Final Combined Score
<i>Bidder A</i>				
<i>Bidder B</i>				
<i>Bidder C</i>				
.....				

The Bidder with the highest final combined score is the one recommended for award of contract.

PT PARVI INDAH PERSADA

BIDDING DOCUMENTS (SCHEDULE 2)

Purchase of Safety Enhancement Systems for 16 units RTGC

Tender Reference Number: PIP-RFQ-0926-001

PT PARVI INDAH PERSADA

**Jl. Kebon Bawang I No. 45 RT 007 RW 007, Kebon Bawang Tanjung Priok
Jakarta Utara, DKI Jakarta, Indonesia 14320**

BIDDING DOCUMENTS

CONTENTS

- I. Tender letter**
- II. General Terms and Conditions of Quotations**
- III. Price Schedule and Delivery Schedule**
- IV. Bidder's Qualification Documents**
- V. Technical Specification Response**
- VI. Draft Agreement Response**

I. Tender Letter

We, _____ (Bidding Participant Name):

have carefully studied all contents of the Bidding Documents for **Purchase of Safety Enhancement Systems for 16 units RTGC** (the "Transaction") and are willing to submit a tender quotation of IDR / _____ (if in other currency) (in words.....)

.....) inclusive of applicable VAT, if any, and fulfill obligations in accordance with the Agreement.

1. have submitted bidding documents comprise of the following:

- a) Tender Letter;
- b) General Terms and Conditions of Quotation;
- c) Price Schedule and Delivery Schedule;
- d) Bidder's Qualification Documents;
- e) Technical Specification Response;
- f) Draft Agreement Response.

In the event of any inconsistency among the aforementioned documents of the bidding documents, the tender letter shall prevail and be controlling.

2. undertake not to withdraw the bidding documents.

3. should we be awarded the tender, undertake that:

- (1) upon receipt of the Award Letter, we will execute the Transaction within the timeframe stipulated in the Contract or Purchase Order;
- (2) we will not impose any additional conditions upon execution of the Transaction;
- (3) complete all obligations specified in the Agreement.

4. hereby declare that the submitted bidding documents and supporting documents are complete, truthful, and accurate.

Company Name: _____

[Bidder Name & position/role & company stamp]

Date : _____

II. GENERAL TERMS AND CONDITIONS OF QUOTATION

Syarat & Ketentuan Umum Penawaran *General Terms & Conditions of Quotation*

DEFINISI	DEFINITION
Istilah "PT PIP" berarti PT Parvi Indah Persada yang melakukan permintaan penawaran untuk proses pengadaan.	<i>The term "PT PIP" means PT Parvi Indah Persada which request the quotation for the procurement process.</i>
Istilah "Penawar" berarti pihak yang memiliki minat mengikuti pelaksanaan proses pengadaan PT PIP dengan menyampaikan dokumen penawaran.	<i>The term "Bidder" means the party which has the interest to participate in PT PIP's procurement process by submitting the bidding documents.</i>
Istilah "Purchase Order (PO)/Kontrak" adalah dokumen pesanan pengadaan PT PIP yang diterbitkan oleh PT PIP kepada Penawar sebagai komitmen resmi untuk pengadaan PT PIP.	<i>The term "Purchase Order (PO)/ Contract" means the document of procurement order which is issued by PT PIP to the Bidder as the formal commitment of the PT PIP's procurement.</i>
Istilah "Dokumen Penawaran" adalah dokumen-dokumen yang ditentukan oleh PT PIP untuk disampaikan oleh Penawar guna memenuhi persyaratan penyampaian tender.	<i>The term "Bidding Documents" is documents as stipulated by PT PIP which have to be submitted by the Bidder in order to fulfill the tender requirements.</i>
A Penawar diharuskan membaca dan memahami persyaratan teknis, sebelum memasukkan dokumen penawaran dan harus sudah sesuai dengan persyaratan-persyaratan yang ditetapkan oleh PT PIP.	<i>Bidder is required to read and understand the technical requirements prior to submission of the bidding documents and shall comply with the requirements determined by PT PIP.</i>
B Masa berlaku minimal penawaran adalah berlaku selama 30 (tiga puluh) hari kalender.	<i>The minimum validity period for offer term is 30 (thirty) calendar days.</i>
C Penawaran yang dikirimkan setelah melewati waktu yang ditentukan dianggap batal, kecuali ada kebijakan lain dari PT PIP.	<i>Any quotation submitted after the deadline shall be considered void, unless there are other policies from PT PIP.</i>
D Penawar bertanggung penuh atas penawaran yang dibuat untuk PT PIP.	<i>Bidder is fully responsible for bids that are prepared to PT PIP.</i>
E Penawar wajib mengganti rugi dan membebaskan PT PIP dari dan terhadap semua tuntutan, gugatan, ganti rugi, kerugian atau pengeluaran yang diderita atau ditanggung PT PIP sebagai akibat dari pelanggaran yang material dari ketentuan-ketentuan umum penawaran ini oleh Penawar dan dari setiap tindakan atau kelalaian Penawar.	<i>Bidder shall be liable for and will hold harmless PT PIP from and against all claims, suits, damages, losses or expenditure suffered or incurred by PT PIP resulting from any bidder's material default of this general terms and conditions of quotation and from any actions or omission of Bidder.</i>

- | | | |
|---|---|--|
| F | Penawar wajib mematuhi ketentuan PT PIP yang berlaku, termasuk tetapi tidak terbatas pada proses pengadaan PT PIP terhadap Dokumen Penawaran Penawar yang dikirimkan, dan PT PIP berhak untuk menetapkan kebijakannya dan/atau keputusan dari setiap Dokumen Penawaran Penawar yang telah diterima bagi pelaksanaan proses pengadaan di PT PIP. | <i>Bidder shall comply with the applicable policy in PT PIP including but not limited to the procurement process of PT PIP for the Bidder's Bidding Documents which has been delivered, and PT PIP is entitled to determine its policy and/or decision for every Bidder's Bidding Documents which has been received for the implementation of procurement process at PT PIP.</i> |
| G | Keterlambatan dalam pengiriman maka Penawar akan dikenakan pinalti sebesar 0,25% dari harga di Perjanjian per hari maksimum 10% dari nilai barang yang terlambat atau sesuai dengan kesepakatan dalam Purchase Order (PO)/Perjanjian. | <i>Any delay on delivery, the Bidder shall be charged with penalty in amount of 0.25% of the Price in the Agreement per day up to 10% of the value of the delayed goods or as agreed in the Purchase Order (PO)/Agreement.</i> |
| H | Secara umum, PT PIP tidak menyediakan pembayaran uang muka apapun sebelum Kontrak ditandatangani. Pembayaran baru dibayarkan dan dapat ditagihkan setelah mencapai tingkat penyelesaian tertentu. | <i>In general, PT PIP shall not provide any advance payment before signing the Contract. The payment can only be made and can be billed once the work reaches a certain milestone.</i> |
| I | Pembayaran akan dilakukan, sesuai dengan tahapan ketentuan pembayaran yang tertera di Perjanjian, dalam 30 hari setelah tagihan yang valid diterima oleh PT PIP. | <i>Payment shall be made, in accordance with the milestone payment terms specified in the Agreement, within 30 days after receiving valid invoice by PT PIP.</i> |
| J | PT PIP tidak memiliki kewajiban untuk menunjuk Penawar terendah sebagai pemenang tender. | <i>PT PIP does not have any obligation to appoint the lowest Bidder as the winner of the tender.</i> |
| K | Harga yang ditawarkan sifatnya adalah mengikat, dan tidak akan ada permintaan kenaikan harga selama masa pelaksanaan masa Perjanjian, kecuali pekerjaan tambahan disetujui oleh Manajer Proyek PT PIP. | <i>The price offered is binding in nature, and there shall be no demand for price increases during the execution of life of the Agreement, unless variation order is agreed by PT PIP's Project Manager.</i> |
| L | Harga yang ditawarkan sudah termasuk biaya pengiriman, biaya lain-lain yang mungkin timbul, dan biaya ganti kerugian ke PT PIP untuk semua kerusakan, biaya dan klaim yang dihasilkan dari kelalaian, atau tindakan atau kelalaian dari pihak pemasok, atau pihak ketiga yang dipekerjakan oleh pemasok. | <i>The offer price includes shipping costs, other costs that may arise, and the cost of compensation (indemnify) to PT PIP for all damages, costs and claims resulting from negligence, or any act or omission on the part of supplier or third parties hired by the supplier.</i> |
| M | Penawar bersedia untuk mengikuti seluruh peraturan/prosedur PT PIP termasuk namun tidak terbatas kepada peraturan/prosedur keselamatan dan keamanan yang disyaratkan oleh PT PIP. | <i>Bidder hereby agrees to comply with all the applicable PT PIP's rules/procedures including but not limited to the safety and security rules/procedures as required by PT PIP.</i> |
| N | Dengan mengirimkan penawaran maka Penawar | <i>By submitting the quotation, the Bidder is considered</i> |

dianggap bersedia untuk mematuhi syarat dan ketentuan umum penawaran ini.

accepting to comply to this general terms and conditions of quotation.

- O PT PIP berhak menolak penawaran Penawar yang tidak bersedia untuk mematuhi syarat & ketentuan umum penawaran ini.

PT PIP is entitled to reject any quotation from Bidder who do not agree to comply to this general terms & conditions of quotation.

- P Syarat & ketentuan umum penawaran ini dibuat dalam Bahasa Inggris dan Bahasa Indonesia. Apabila terdapat perbedaan penafsiran antara Bahasa Inggris dan Bahasa Indonesia, Bahasa Indonesia yang akan berlaku dan menguasai dalam segala hal.

This general terms & conditions of quotation is made in English and Indonesia languages. In the event of any difference of interpretation between the English and the Indonesia languages, the Indonesia language shall prevail and be controlling.

_____ November 2026

Diketahui dan disetujui oleh, / *Acknowledged and agreed by,*

Nama Perusahaan / *Company's Name:*

Nama / *Name:*

Jabatan / *Role Position:*

Tanda Tangan / *Signature:*

Cap Perusahaan / *Company Chop:*

III. Price Schedule & Delivery Schedule

PRICE SCHEDULE

No.	Scope	Qty	Unit Cost (IDR / _____)*	Sub Total Cost (IDR / _____)*	Note
1	RTGC Safety Enhancement Systems consisting of Stack Profiling System, Gantry Anti-Collision System, Chassis Lift Prevention System, and Anti-Collision System between Spreader and Truck Cabin (or Anti-Smashing of Truck Cabin) for 16 units RTGC	16 Sets			Please quote using "CIF Jakarta (Incoterms® 2020)" term price**, in this row.
Sub Total					
VAT					VAT row is applicable for Indonesia company only.
Grand Total					

Company's Name:

[Bidder Name & position/role & company's stamp]

Date : _____

* Please specify the currency, if it is not in IDR.

----Continue to next page for Delivery Schedule -----

DELIVERY AND WORKS COMPLETION SCHEDULE

Please tick either one (1) box in the below for the delivery schedule:

- ☐ Supply and Commission RTGC Safety Enhancement Systems consisting of Stack Profiling System, Gantry Anti-Collision System, Chassis Lift Prevention System, and Anti-Collision System between Spreader and Truck Cabin (or Anti-Smashing of Truck Cabin) for 16 units RTGC within 8 months after the date of award of the Agreement.

- ☐ Propose alternative schedule for Supply and Commission RTGC Safety Enhancement Systems consisting of Stack Profiling System, Gantry Anti-Collision System, Chassis Lift Prevention System, and Anti-Collision System between Spreader and Truck Cabin (or Anti-Smashing of Truck Cabin) for 16 units RTGC, which is within _____ months after the date of the Agreement. Longest delivery schedule shall not exceed 10 months.

Company's Name:

[Bidder Name & position/role & company's stamp]

Date : _____

IV. Bidder's Qualification Documents

1. Basic Information Form
2. Work Experience List
3. Letter of Commitment

(1) Basic Information Form

Bidder Name				
Business License Number *)		Date of Establishment		
Registered Address				
Postal Code		Total Number of Employees		
Contact Information	Contact Person		Telephone	
	Website		Fax	
Legal Representative (Unit Head)	Name		Telephone	
Bidder's Qualification Certificates	Type: Grade: Certificate Number:			
Bank Account Details:				
Bank Name				
Bank Account No.				

Note:

Please attach the scanned copy of the original Business License document, copy of bank book for the page which include account name and number.

Company's Name:

[Bidder Name & position/role & company's stamp]

Date : _____

(2) Work Experience List (In the Last 5 Years)

No.	Project Name	Contracting Party A	Name of Contracted Goods/Services	Contract Amount	Completion Date	Contact Information of Party A
1						
2						
3						
4						
5						

Note: The Bidder shall provide copies of contracts for projects as supporting evidence. The submitted documents should include the contract cover page and the signature page bearing the parties' stamps and/or signatures. Commercially sensitive information may be redacted or concealed.

Company's Name:

[Bidder Name & position/role & company's stamp]

Date: _____

(3) Letter of Commitment

To: PT Parvi Indah Persada ("PT PIP")

Hereby we declare that our company:

1. is not subject to any order to cease operations, property takeover, freezing, or bankruptcy; we maintain a good social reputation and performance capability, and is capable of providing high-quality, reliable service;
2. within the past three years (counting backward from the date of the tender announcement), have not experienced any of the following: being listed as a disqualified supplier by government authorities, penalized by judicial bodies, involved in contract disputes with the PT PIP, or subjected to claims;
3. will not participate in this tender as a consortium;
4. undertake that if we are awarded with this tender, the delivery of the transaction under this tender will fully comply with the requirements of the Bidding Documents;
5. undertake that the delivery time shall be as specified in the Delivery Schedule;
6. undertake that, except for the deviations expressly identified in the Technical Specification Deviations Table and the Draft Agreement Deviations Table, our responses satisfy all requirements set forth in the Technical Specifications and Draft Articles of Agreement contained in the Terms of Reference (Schedule 1) for this tender.

Company's Name:

[Bidder Name & position/role & company stamp]

Date : _____

V. Technical Specification Response

(1) Technical Specification

No.	Description	Required Document
1	RTGC Safety Enhancement Systems consisting of Stack Profiling System, Gantry Anti-Collision System, Chassis Lift Prevention System, and Anti-Collision System between Spreader and Truck Cabin (or Anti-Smashing of Truck Cabin) for 16 units RTGC	- Technical Proposal/Description of Systems with schematic diagram for main components. - Product Catalogue, as applicable. - Proposed Project Schedule.
2	Warranty for Parts/Equipment	- Warranty Statements.

(2) Main Parts/Components Data

No.	Part/Component Name	Brand	Model	Specification / Performance Parameters	Country of Origin
1					
2					
3					
4					
5					
6					
7					
...					

(3) Table of Technical Specification Deviations

No.	Technical Specification Clause Number	Description of Deviation
1		
2		
3		
4		
5		
.....		

The Bidder guarantees that, except for the deviations listed in the table of Technical Specification Deviations, the Bidder fully complies with all requirements of the Technical Specifications.

Company's Name:

[Bidder Name & position/role & company stamp]

Date : _____

VI. Draft Agreement Response

Table of Draft Agreement Deviations

No	Draft Agreement Clause Number	Description of Deviation
1		
2		
3		
4		
5		
.....		

The Bidder guarantees that, except for the deviations listed in the table of Draft Agreement Deviations, the Bidder fully complies with all requirements of the Draft Agreement.

Company's Name:

[Bidder Name & position/role & company stamp]

Date : _____