

**CONSULTING SERVICES PROCUREMENT AGREEMENT STANDARD  
PT SARANA MULTI INFRASTRUKTUR (PERSERO)**

**I. GENERAL CONDITIONS TO AGREEMENT (SSUP)**

**A. GENERAL PROVISIONS**

**1. Definitions** The terms used in these General Conditions to Agreement shall have the intended meaning or interpretation as follows:

1.1 **Minutes of Handover** hereinafter abbreviated **BAST** shall be the minutes signed by the Client and the Consultant which state that all or part (term) of the Deliverables as required in the Agreement Document has been completed and is acceptable to the Client.

1.2 **Procurement Documents** shall be the documents produced in the procurement process, including but not limited to election/selection/tender documents, bid/proposal documents and minutes of clarification & negotiation.

1.3 **Agreement Documents** shall be the list of documents set out in the Agreement, including all amendments thereto.

1.4 **Day** shall be a calendar day, unless explicitly stated as a working day.

1.5 **Deliverables** shall be all forms of consultancy services, documents, reports, models and/or research data in printed form (hard copy) and electronic documents (soft copy) or other forms of

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deliverables prepared by the Consultant for the Client in relation to the implementation of the procurement of consultancy in accordance with the KAK, but shall not include internal working papers, internal systems and/or all internal resources of the Consultant used to prepare the Deliverables.

- 1.6 **Confidential Information** shall be any information in any form, whether written, oral or in other forms, related to the work (whether of personal, commercial, financial, technical, operational, managerial, legal or other data), which is made available by any Party or its affiliates in any form (regardless of the means used, including in written or oral or in visual or electronic form or in magnetic or digital form or any other form) and whether directly or indirectly from, or based on the discussions with other parties, which is not for the public, which is marked as confidential, or which is considered confidential.
  
- 1.7 **Consulting Service** shall be a professional service which requires certain expertise in various scientific fields which prioritize the existence of thinking.
  
- 1.8 **Agreement Term** shall be the period of validity of this Agreement Document as from the date of execution of the Agreement Document until the completion of all works with the execution of BAST on all Deliverables and the fulfillment of all rights and obligations of the Parties, including but not limited to the payment of the last term.

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- 1.9 **Force Majeure** shall be a condition regulated in Article 26 of the SSUP.
- 1.10 **Partnership** shall be a cooperation among Consultants either in the form of a consortium/joint operation/other forms of cooperation whereby each party has clear rights, obligations and responsibilities based on a written agreement or other designation insofar as it is not intended to form a new legal entity and transfer the responsibilities of each member of the business cooperation to the said legal entity.
- 1.11 **Terms of Reference/Other Documents Deemed Equivalent** hereinafter abbreviated as **KAK** shall be a document prepared by the Client to explain the objectives, scope of the Consulting Services and the expertise required for the implementation of the work as set out in the Agreement Documents.
- 1.12 **Client** shall be PT Sarana Multi Infrastruktur (Persero).
- 1.13 **Consultant** shall be the party which provides Consulting Services based on the KAK.
- 1.14 **Agreement Value** shall be the price of Consulting Services work regulated in Article 44 of the SSKP.
- 1.15 **Primary Work** shall be the type of work which directly supports the realization and functioning of

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the Deliverables stipulated in the Procurement Documents.

1.16 **Compensation Event** shall be an event regulated in Article 21 of the SSUP.

1.17 **Personnel** shall be the persons employed by the Consultant, as employees or retained and assigned parties, who have the skills, expertise, qualifications and/or experience in a particular field, to carry out part or all of the work in accordance with the requirements stipulated in the Procurement Documents and the Agreement Documents.

1.18 **Sub-consultants** shall be the Party who enters into a work agreement with the Consultant in charge of the Agreement Documents, to carry out part of the work (subcontract).

1.19 **SSUP** shall be the General Conditions to this Agreement.

1.20 **SSKP** shall be the Special Conditions to this Agreement.

**2. Application**

The SSUP shall be widely applied in the implementation of the procurement of Consulting Services procurement work, but may not contradict the provisions in other Agreement Documents which are higher based on the hierarchical order in the Agreement.

**3. Severability**

3.1 If any or more of the provisions in this Agreement

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Document under the applicable law become illegal, invalid or unenforceable, the other provisions shall remain in full force and effect.

3.2 In the occurrence of an event under Article 3.1 of the SSUP, the Parties shall agree upon a legal, valid and enforceable provision as a reasonable replacement of such illegal, invalid or unenforceable provision and it shall be set forth in an addendum/amendment to the Agreement Document.

**4. Language and Law**

4.1 The language of the Agreement and the language of correspondence shall be the Indonesian language.

4.2 The laws used shall be the prevailing laws in Indonesia.

4.3 In the event that the Consultant is a foreign Business Entity/Legal Entity/party, the language and laws applicable and used shall be the language and laws regulated in the SSKP.

**5. Origin of Consulting Services**

5.1 The implementation of Consulting Services work shall prioritize Indonesian manpower.

5.2 If in the process of implementation of the Consulting Services, there are components used in the form of goods, services or a combination of both which are not originating domestically (imported), the use of the imported components

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must be in accordance with the quantity of Domestic Component Level (TKDN) set out in the Procurement Documents and re-regulated in the SSKP.

5.3 The Client shall be entitled to evaluate the TKDN regulated in the SSKP to ensure the conformity of the fulfillment of TKDN by the Consultant in the implementation of the work.

**6. Correspondence**

6.1 All communications required or permitted to be given or made under this Agreement Document shall be in writing in the language regulated in Article 4.3 of the SSKP. All such notice, request, or approval shall be deemed to have been given or made if it is delivered personally to the authorized representative of the intended Party of the communication, or if it is sent to that Party to the address set out in the SSKP.

6.2 Either Party may change the address for its notice under this Agreement by notifying the other Party of such change to the address set out in the SSKP.

**7. Taxation**

The Parties (*including if any, all Sub-Consultants, Personnel and other relevant parties*) shall be obligated to pay all taxes, duties, levies, and other lawful imposts charged by the tax regulations on the implementation of this Agreement Document in accordance with the applicable tax laws.

**8. Representations and**

8.1 All representations given by the Parties are true

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and accurate at all times as from the procurement process up to the date of execution of this Agreement, and there shall be no changes in connection with such representations other than those already provided.

- 8.2 The Parties have obtained all necessary permits, approvals and shall comply with the applicable legal provisions in carrying out their business activities, the implementation of the Agreement Document, and the implementation of the work.
- 8.3 The representatives of the Parties and/or any proxy appointed to execute the Agreement shall have full power and authority in executing the Agreement for and on behalf of the Parties under the applicable laws.
- 8.4 No litigation, arbitration or legal proceedings of any kind are pending against the Consultant which have or have the risk of material adverse effect on the Client in connection with the implementation of the work.
- 8.5 The Parties, including but not limited to the Sub-Consultants, Personnel, work supervisors, supporting/technical teams, employees, affiliates and/or other parties acting for the interests of or on the instructions of the Parties, shall at all times comply with the applicable laws in the implementation of the Agreement Documents and the work.

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- 9. Compliance with the Law**      9.1      The Parties shall be prohibited, either directly or indirectly, from:
- a. offering, accepting, or promising to give or receiving any gift or reward of any kind or taking any other action to influence any person known or reasonably suspected to be related to this procurement;
  - b. promoting the occurrence of unfair competition;
  - c. untruthfully making and/or submitting documents and/or other information required for the preparation and implementation of the Agreement Document;
  - d. carrying out or causing any activity which is contrary to applicable laws, including but not limited to Law No. 31 of 1999 regarding Eradication of the Criminal Acts of Corruption and any amendments thereto ("Anti-Corruption Law"); and/or
  - e. giving, offering and/or receiving payments, a financial benefit or other gains in any form which would violate the Anti-Corruption Law related to the implementation of the Agreement Document.

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9.2 The Client and the Consultant warrant that the persons concerned (including all members of the Partnership) and the Sub-Consultant (if any) have never and shall not engage in any of the prohibited acts above.

**10. Waiver**

The provisions of the Agreement Document may not be waived, discharged, or terminated verbally, except by a written document signed by the Parties or their valid proxies and/or representatives. Each written document which has been signed by the Parties or their valid proxies and/or representatives shall constitute an integral and inseparable part of the Agreement Document.

**11. Assignment and/or Subcontract**

11.1 The transfer of all Agreement Documents shall only be permitted in the event of a change of the name of the Consultant, whether as a result of a merger, consolidation, or spin-off, with prior written notice to the Client.

11.2 The Consultant may cooperate with other consultants by subcontracting part of the work, except for the Primary Work in the Agreement Documents, as regulated in the SSKP.

11.3 The Consultant may only subcontract part of the work and is prohibited from subcontracting the entire work.

11.4 The Consultant may only subcontract the work after obtaining written consent of the Client and the Consultant shall remain responsible for the part of

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the work subcontracted.

11.5 The Client shall be entitled to request for replacement of a Sub-Contractor in writing at any time deemed necessary by the Client based on reasonable reasons and the Consultant shall be obligated to provide a replacement Sub-Consultant acceptable to the Client by no later than 14 (fourteen) working days upon receipt of the Client's request.

**12. Full Liability** The Consultant under the Agreement Document is solely responsible for its personnel and Sub-Consultants (if any) and the work performed by its Personnel or Sub-Consultants.

**13. Partnership Representative (only applicable in the event that the Consultant is a Partnership)** The Partnership shall grant power or authority to one of the members named in the Partnership Agreement to act for and on behalf of the Partnership in the implementation of the rights and obligations to the Client under the Agreement Document.

**14. Confidentiality of Information** 14.1 The Parties hereby represent that: (i) throughout the Agreement Term; and (ii) for a certain period following expiration of the Agreement Term as regulated in the SSKP, the Parties shall not disclose, present, disseminate, or announce the Confidential Information in connection with the work to other parties or the public.

14.2 Information which is not categorized as Confidential

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Information shall be information:

- a. which is already publicly available or which is already owned or known to the public other than as a result of the actions or omissions of the Parties;
- b. which is required to be disclosed under the provisions of laws or regulations, decisions, government policies, the professional code of ethics of the Parties, or the competent judicial institution (provided that the Party which will disclose the said Confidential Information must give prior written notice to the other Party regarding such disclosure);
- c. which is known to the Parties prior to disclosure;
- d. which is independently created or developed by the Parties without using any Confidential Information;
- e. which the Parties lawfully obtain from a party other than the Party to the Agreement Document or its affiliates; or
- f. which is disclosed to a third party by the Consultant, insofar as such disclosure is made upon the consent of the Client and if such disclosure is made after the said third party has signed a confidentiality agreement

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which is substantially the same as the confidentiality provisions regulated in this Article.

14.3 The Parties shall ensure and warrant that each of their Personnel, Sub-Consultant, work supervisor, supporting/technical team, employees, officers as well as any other parties employed or under the responsibility of the Parties, comply with and fulfill the provisions stated in this Article. The Parties shall be responsible and deemed to be liable for any breach of the provisions of this Article committed by any of their Personnel, Sub-Consultants, work supervisors, supporting/technical teams, employees, officers and as well as other parties employed or under the responsibility of the Parties.

14.4 Except for the provisions of this Article 14.2 sub-article f, the Parties may disclose Confidential Information to third parties without the consent of the other Party in connection with the Agreement Document, with the limitations regulated in the SSKP.

**B. IMPLEMENTATION OF THE AGREEMENT DOCUMENT**

**15. Work Implementation Period** The period of work implementation shall be the period regulated in the SSKP.

**16. Letter of** The date of appointment letter shall be stipulated as the

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- Appointment**                      initial date of the calculation of the work implementation period.
- 17. Supervision/Control of Work Implementation**
- 17.1      Throughout the implementation of the work, the Client may be assisted by the work supervisor and the supporting/technical team.
- 17.2      The work supervisor and/or supporting/technical team may originate from the Client's work unit, related agencies, and/or professional personnel regulated in the SSKP.
- 17.3      The work supervisor and/or supporting/technical team shall be obligated to supervise the implementation of the work, to discuss and assess the work report and may use the authority granted by the Client to act according to:
- a.      Its main duties and functions, in the event that the work supervisor and/or the supporting/technical team originated from the Client's work unit; and/or
- b.      the terms of the agreement and/or other documents deemed equivalent to the agreement between the Client and the work supervisor and/or supporting/technical team in the event that the supervisor, the supporting/technical team originated from the Client's external party.
- 17.4      In carrying out their obligations, the work supervisor

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and the supporting/technical team shall always act professionally for the interest of the Client.

17.5 Throughout the Agreement Term and for a certain period following expiration of the Agreement Document as regulated in the SSKP, the Consultant shall be obligated to undertake the requests, questions, suggestions and/or recommendations from the Client, work supervisors, and/or supporting/technical teams, including to provide data, consultation, clarification, coordination, and/or presentation to the Client and/or other related parties as regulated in the SSKP, without any additional fees insofar as they are related to the implementation of the Consultant's work.

17.6 In the event that it is not regulated in the SSKP, the certain period as referred to in Article 17.5 of the SSUP shall be a minimum of 1 (one) year following expiration of the Agreement Document.

**18. Access to Work Site (if required)** In the context of supervision and/or control of the work, the Consultant shall be obligated to procure the Client's access to the work site and other locations where this work is being or will be carried out as regulated in the SSKP.

**19. Inspection and/or Testing** 19.1 Prior to the execution of the BAST on the Deliverables, the Client shall be entitled to conduct an inspection and/or testing of the Deliverables to ensure their conformity with the specifications and requirements which have been specified in the Agreement Document.

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19.2 If the results of the inspection and/or testing are not in accordance with the type and quality of the Deliverables as stipulated in the Agreement Document or other matters regulated in the SSKP, the Client shall be entitled to refrain from executing the BAST and to reject the Deliverables and the Consultant at its own expense shall be obligated to correct, change, improve or replace the Deliverables, insofar as the correction, change, improvement, or replacement does not result in an increase in the Deliverables.

**20. Work Completion  
Time**

20.1 Unless the Agreement Document is terminated earlier, the Consultant shall be obligated to complete the work by no later than the completion date regulated in Article 15 of the SSKP.

20.2 If the Consultant is of the opinion that it is unable to complete the according to the work implementation period due to a Compensation Event by giving prior notice to the Client, the Client may reschedule the implementation of the Consultant's duties.

20.3 In the event of non-completion of the work on the date of completion which is not due to a Force Majeure or which does not constitute a Compensation Event or which is due to the Consultant's fault or negligence, the Consultant shall be subject to a penalty for delay.

20.4 The completion date as referred to in this clause

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shall be the date of execution of the BAST on all Deliverables.

**21. Compensation Events**

A time extension may be granted to the Consultant in the event of a Compensation Event as follows:

- a. the Client changes the schedule which may affect the implementation of the work;
- b. late payment to the Consultant;
- c. the Client instructs the Consultant to conduct additional test which after the test is carried out it turns out that no damages/failures/irregularities are found;
- d. the Client fails to provide documents, data, drawings, specifications and/or instructions as required on schedule;
- e. the Consultant has not been able to enter the location as scheduled in the Agreement Document;
- f. the Client orders to resolve a certain unforeseeable condition which is caused/not caused by the Client;
- g. the Client orders a postponement in the implementation of the work; or
- h. Other provisions regulated in the SSKP.

**22. Time Extension**

22.1 In the event of a Compensation Event resulting in

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the completion of the work will exceed the completion date, the Consultant shall be entitled to request for an extension of the completion date based on supporting data. The Client may request the consideration of the work supervisor (if any) in deciding on the extension of the Work Completion date.

22.2 If the Compensation Event results in a delay in the completion of the work, the Client shall be obligated to provide a reasonable extension of time for the completion of the work.

22.3 An extension of the work completion time may be granted if based on supporting data it can be proven that additional time for completion of the work is needed.

22.4 The Consultant shall not be entitled to an extension of time for completion of the work if the Consultant fails or neglects to provide early notice in anticipating or resolving the impact of the Compensation Event.

22.5 The extension of the completion date must be made by an addendum/amendment to the Agreement Document, unless if it does not change the Agreement Value and the scope of work according to the KAK, which may be made through written minutes agreed upon by the Parties.

**C. COMPLETION OF THE AGREEMENT DOCUMENT**

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- 23. Handover of Work**
- 23.1 After the work is completed in accordance with the provisions set out in the Agreement Document, the Consultant shall submit a written request to the Client for execution of the BAST on the Deliverables.
- 23.2 If the operation of the Deliverables requires special expertise, prior to the implementation of the handover of work, the Consultant shall be obligated to conduct training (if it is set out in the Agreement Document). The training fee is included in the Agreement Value.
- 23.3 The Client shall execute the BAST after all of the Deliverables handed over are in accordance with the Agreement Document.
- 23.4 If the work according to the KAK is not completed on the completion date or the handed over Deliverables exceed the deadline for the implementation of the work due to the Consultant's fault or negligence or not due to a Force Majeure or does not constitute a Compensation Event, the Consultant shall be subject to a penalty for delay.
- 24. Warranty on the Deliverables**
- 24.1 Following execution of the BAST and throughout the warranty period as regulated in the SSKP, the Consultant shall be obligated to provide warranty on the Deliverables.
- 24.2 In the event that it is not regulated in the SSKP, the

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warranty period shall be at least 1 (one) month after the execution of the BAST by the Parties.

24.3 The Client shall be entitled to submit a warranty claim to the Consultant immediately after the need for adjustment, improvement, repair, replacement and/or completion of the Deliverables is found during validity of the warranty period, insofar as it does not result in an increase in the Deliverables.

24.4 Upon a warranty claim by the Client, the Consultant shall be obligated to adjust, improve, repair, replace, and/or complete the Deliverables within the period agreed upon by the Parties.

24.5 If the Consultant fails to adjust, improve, repair, replace, and/or complete the Deliverables within the agreed period, the Client shall calculate the necessary costs, and the Client shall directly or through another party appointed by the Client make the adjustment, improvement, repair, replacement, and/or completion of the Deliverables. The Consultant shall be obligated to pay for the costs to adjust, improve, repair, replace, and/or complete the Deliverables according to the claim submitted in writing by the Client. Such costs may be deducted by the Client from the Agreement Value.

**D. AMENDMENT TO THE AGREEMENT DOCUMENT**

**25. Amendment to the Agreement**      25.1 The Agreement Document may only be amended by an addendum/amendment to the Agreement

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**Document**

Document and/or other written documents deemed equivalent to an addendum to the Agreement Document, which shall become an integral and inseparable part of the Agreement Document.

25.2 An addendum/amendment to the Agreement Document may be implemented in the event that there is a difference between the field conditions at the time of implementation and the drawings and/or specifications/KAK specified in the Agreement document and agreed upon by the parties, including:

- a. increasing or decreasing the volume set out in the Agreement Document;
- b. increasing and/or decreasing the types of activities;
- c. changing the drawings and/or specifications/KAK according to the field conditions; and/or
- d. changing the schedule and period of work implementation which changes the Agreement Value and scope according to the KAK.

25.3 In addition to the addendum/amendment to the Agreement Document regulated in Article 25.2 of the SSUP, for matters caused by administrative issues, among other things, changes in

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correspondence, changes in the Consultant's account, and any other administrative matters deemed necessary by the Parties may be amended by minutes or other written documents deemed equivalent to an addendum to the Agreement Document.

25.4 Changes in the schedule in the event of an extension of the work implementation period may be granted by the Client for proper and reasonable consideration for the following matters:

- a. Compensation Event; and/or
- b. Force majeure.

25.5 In the case of a Compensation Event, the work implementation period may be extended for a maximum period equal to the time of suspension of/delay in the work implementation due to the Compensation Event.

25.6 In the event of a Force Majeure, the work completion period may be extended for at least equal to the time of suspension of the work implementation due to Force Majeure.

**26. Force Majeure**

26.1 Referred to as Force Majeure in the Agreement Document shall be a condition which occurs beyond the desire of the parties and is unforeseeable, which resulted in the obligations specified in the Agreement Document cannot be fulfilled.

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- 26.2 Force Majeure shall include and not be limited to:
- a. Natural disasters;
  - b. Non-natural disasters, epidemics, disease outbreaks;
  - c. Conditions which render the implementation of the Consultation Services unable to be carried out as a result of government policies or decisions; and/or
  - d. Social conflicts among groups or among communities, general strikes, riots, wars and insurrections.
- 26.3 In the event of occurrence of a Force Majeure, the Party experiencing the Force Majeure shall notify the other Party by no later than 14 (fourteen) calendar days as from the time it became aware or should have been aware of the occurrence or the Force Majeure, by attaching evidence.
- 26.4 Upon notification from the Party experiencing Force Majeure, the other Party shall first carry out an inspection upon the notification, and shall immediately discuss and find solutions with the Party experiencing Force Majeure for the matters affected by the Force Majeure.
- 26.5 Excluded from Force Majeure shall be matters

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which are detrimental due to the acts or omissions of the Parties.

26.6 At the time of occurrence of a Force Majeure, this Agreement Document may be temporarily suspended until the Force Majeure ends with the following provisions:

- a. The Consultant shall be entitled to receive payment in accordance with the achievement or progress of the work implementation which has been reached and approved by the Client following a joint inspection or based on the results of audit.
- b. If during the Force Majeure period, the Client instructs the Consultant in writing to continue the work insofar as practicable, the Consultant shall be entitled to receive payment as specified in the Agreement Document and shall receive reasonable reimbursement for the costs incurred for working in such situation. Such reimbursement must be regulated in an addendum/amendment to the Agreement Document.

26.7 The failure of either Party to fulfil its obligations as specified in the Agreement Document shall not constitute breach of promise or default if such failure is caused by force majeure, and the Party experiencing the Force Majeure:

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- a. has taken all appropriate actions to fulfill the obligations in the Agreement Document; and
- b. has notified in writing to the other Party to the Agreement no later than 14 (fourteen) days as from the time it became aware of the condition or Force Majeure, by attaching a copy of the statement of the occurrence of the event which caused the suspension/delay in the implementation of the Agreement Document.

26.8 Delays in work due to Force Majeure shall not be subject to sanctions.

26.9 Suspension of the Agreement Document due to Force Majeure shall be made in writing by the Client accompanied with the reason for the suspension of work.

26.10 The nature of a suspension of the Agreement Document due to Force Majeure may be:

- a. temporarily until the Force Majeure ends; or
- b. permanently if due to the Force Majeure, continuation/completion of the work is unlikely.

26.11 Suspension of work due to Force Majeure shall still consider the effectiveness of the work and the

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budget year.

**E. SUSPENSION AND TERMINATION OF THE AGREEMENT DOCUMENT**

**27. Sanctions**

27.1 In the event that the Consultant violates Article 9 of this SSUP, the Client may impose sanctions on the Consultant as follows:

- a. termination of the Agreement Document;
- b. the remaining advance payment must be returned by the Consultant or the security deposit (if any) shall be disbursed and paid to the Client; and/or
- c. Imposition of blacklist sanction whereby the Client shall give blacklist sanction stipulation document to the Consultant which is subject to blacklist sanction.

27.2 In the event that based on the results of TKDN evaluation by the Client as regulated in Article 5.3 of the SSUP, there is a discrepancy between the amount of TKDN regulated in the SSKP and the reality, the Client shall impose administrative sanction in accordance with the provisions of the applicable laws and regulations.

27.3 Compensation sanction may be imposed on the Consultant in the event of a violation by the Consultant of this Agreement Document by the consultant, which resulted in actual losses to the

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Client. The amount of compensation sanction shall be equal to the value of the loss suffered by the Client with the limitation as regulated in the SSKP. In the event that it is not regulated, the maximum limit of compensation shall be 1 (one) time of the Agreement Value.

27.4 Sanction of penalty for delay may be imposed on the Consultant in the event of a delay in the completion of the work by deducting the payment for the Consultant's work performance. The payment of penalty for delay shall not reduce the Consultant's contractual liability of the Consultant and the amount of penalty for delay shall be regulated in the SSKP.

27.5 In the event that it is not regulated in the SSKP, the amount of the penalty for delay shall be 1‰ (one per mille) per day with a maximum of 5% (five percent) of the Agreement Value.

27.6 Sanction of refund of advance payment or disbursement of advance payment deposit (if advance payment is given) which may be imposed on the Consultant if the Consultant does not complete the work after the expiration of the work implementation period or the termination of the Agreement Document.

27.7 Regardless of the reimburse obligation, the Consultant which fails to provide the Deliverables warranty as regulated in Article 24 of the SSUP may

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be subject to blacklist sanction.

27.8 In the event that the Consultant violates Article 11 of the SSUP, the Client may impose sanction on the Consultant as regulated in the SSKP.

**28. Suspension of Agreement Document**

Suspension of the Agreement Document may be carried out due to the occurrence of Force Majeure as regulated in Article 26 of the SSUP.

**29. Termination of Agreement Document**

29.1 Termination of the Agreement Document may be carried out by the Client or the Consultant.

29.2 The Client may unilaterally terminate the Agreement Document if:

- a. The Consultant fails to fulfill its obligations in accordance with the provisions of the Agreement Document; and/or
- b. There is a written request and/or decision of the assigning party, if this Agreement is carried out in the context of implementation of a government assignment to the Client,

29.3 The Consultant may unilaterally terminate the Agreement Document if the Client fails to fulfill its obligations in accordance with the provisions of the Agreement Document.

29.4 Termination of the Agreement Document shall be

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carried out at least 14 (fourteen) days after the Client/Consultant submits a written notice of the plan to terminate the Agreement Document to the Client/Consultant.

**30. Termination of Agreement Document by the Client**

30.1 Notwithstanding Articles 1266 and 1267 of the Indonesian Civil Code, the Client may terminate this Agreement Document by written notice to the Consultant after the occurrence of the following:

- a. The Consultant is designated as a suspect by the authorized agency in relation to the crime of corruption, collusion and/or nepotism, fraud and/or forgery in the procurement process;
- b. The Consultant is declared to have committed a violation of fair competition by the authorized agency;
- c. The Consultant is in bankruptcy;
- d. The Consultant is proven to be subject to Blacklist Sanction prior to execution of the Agreement Document; or
- e. The Consultant is negligent/in default in carrying out its obligations including suspending the work without the Client's consent, and fails to remedy its negligence/continue its work within the period regulated in the SSKP.

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30.2 In the event that termination of the Agreement Document is carried out as regulated in Article 30.1.a of the SSUP, then:

- a. the remaining advance payment must be returned by the Consultant or the advance payment deposit shall be disbursed (if given);
- b. The Consultant shall pay the penalty (if any); and
- c. The Consultant shall be subject to Blacklist Sanction.

30.3 The Client shall pay the Consultant in accordance with the work achievements which have been accepted by the Client up to the effective date of termination of the Agreement Document minus the penalty payable by the Consultant (if any), and the Consultant submits all Deliverables to the Client and shall subsequently become the Client's property.

**31. Termination of Agreement Document by the Consultant**

31.1 Notwithstanding Articles 1266 and 1267 of the Indonesian Civil Code, the Consultant may terminate the Agreement Document by written notice to the Client if:

- a. there is a suspension of work by the Client, the Client violates the provisions on suspension of the work implementation

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period as regulated in the SSKP;

- b. there is a delay in payment by the Client as regulated in Article 46.2.c of the SSUP, in which the Client fails to make payment to the Consultant after the recovery period as regulated in the SSKP.

31.2 The Client shall pay to the Consultant in accordance with the work achievements that have been accepted by the Client up to the effective date of termination of the Agreement Document.

**32. Expiration of Agreement Document** Termination of the implementation of the Agreement Document shall be carried out based on the agreement of the parties or expiration of the Agreement Term

**F. CLIENT**

**33. Rights and Obligations of the Client** 33.1 Without prejudice to the other rights in this Agreement Document, the Client shall have the right to:

- a. request the attendance of Personnel and/or replacement of Personnel;
- b. supervise and inspect the work carried out by the Consultant;
- c. request for the reports set out in the Agreement Document regarding the implementation of the work carried out by the

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Consultant;

- d. receive the Deliverables in accordance with the specifications/KAK and the work delivery schedule which has been stipulated in the Agreement Document;
- e. impose sanctions on the Consultant;
- f. give instructions;
- g. propose the stipulation of blacklist sanction (if any);
- h. approve the addendums/amendments to the Agreement Document;
- i. receive advance payment deposit (if any);
- j. assess the Consultant's performance; and/or
- k. other rights regulated in the SSKP.

33.2 Without prejudice to the other obligations in this Agreement Document, the Client shall have the obligation to:

- a. pay for the work in accordance with the fees set out in the Agreement Document and in accordance with the stipulated time to the Consultant;

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- b. pay the advance payment (if any);
- c. pay for price adjustments (if any);
- d. provide facilities in the form of facilities and infrastructure, data, documents and information needed by the Consultant or other facilitation for uninterrupted implementation of the work; and
- e. other obligations regulated in the SSKP.

**G. CONSULTANT**

**34. Rights and Obligations of the Consultant**

34.1 Without prejudice to the other rights in this Agreement Document, the Consultant shall have the right to:

- a. receive payment for the implementation of the work in accordance with the price specified in the Agreement Value;
- b. obtain facilities in the form of facilities and infrastructure, data, documents and information needed by the Consultant or other facilitation for uninterrupted implementation of the work; and/or
- c. other rights regulated in the SSKP.

34.2 Without prejudice to the other obligations in this Agreement Document, the Consultant shall have

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the obligation to:

- a. report the work implementation periodically to the Client;
- b. implement and complete the work in accordance with the work implementation period which has been stipulated in the Agreement Document;
- c. implement and complete the work carefully, accurately and with full responsibility under the provisions of the Agreement Document;
- d. provide the information necessary for the inspection of the implementation carried out by the Client;
- e. submit the Deliverables in accordance with the schedule and place of work delivery which have been stipulated in the Agreement Document;
- f. take adequate measures to protect the workplace environment and limit the damage and disruption to the community and their property as a result of the Consultant's activities; and
- g. maintain the validity of the necessary permits and approvals for the implementation of the work;

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- h. avoid conflict of interest;
- i. other obligations regulated in the SSKP.

**35. Responsibility** The Consultant shall be responsible/obligated to implement and complete the work in accordance with the quality, accuracy of volume, timeliness of implementation/delivery and accuracy of the place of delivery/submission of the Deliverables.

**36. Use of Deliverables** The Client may at any time disclose the Deliverables including the documents submitted by the Consultant in connection with the work to other parties with limitations (if any) as regulated in the SSKP.

**37. Intellectual Property Rights** 37.1 The Deliverables shall become property of the Party as regulated in the SSKP, provided that in the event that the Deliverables are not belong the property of the Client, the Client may use the Deliverables, including making copies and/or editing each of the Deliverables. If there is a change in the substance of the Deliverables due to such copying and/or editing, the Client shall waive the Consultant's responsibility for such copying and/or editing.

37.2 The Consultant shall be obligated to protect the Client from any demands or claims from other parties for infringement of intellectual property rights.

37.3 The Consultant shall retain ownership rights over

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the frameworks, samples, methodologies, approaches and problem solving, systematics and models contained in the reports or other materials or reports delivered to the Client or used by the Consultant in connection with the work and the Client shall maintain the confidentiality thereof.

- 38. Coverage and Risk**      38.1 The Consultant shall be obligated to hold harmless, release, and indemnify the Client along with its officers, employees and/or affiliates against all forms of demands, responsibilities, liabilities, losses, damages, penalties, actions or lawsuits, legal examination proceedings, and fees imposed on the Client along with its officers, employees and/or affiliates (except for the underlying damages caused by the Client's fault or negligence) in connection with any claim arising from the following matters as from the date of the Appointment Letter up to the BAST execution date:
- a. loss or damage to the equipment and property of the Consultant, Sub-consultants (if any), and Personnel and other parties acting for the interests of the Consultant;
  - b. negligence, fraud or violation by the Consultant, Sub-consultants and/or Personnel and other parties acting for the interests of the Consultant; and/or
  - c. bodily injury, illness or death of the Consultant, Sub-Consultants and/or

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Personnel and other parties acting for the interests of the Consultant.

38.2 As from the date of the Appointment Letter up to the BAST execution date, all risks of loss or damage to the Deliverables, materials and equipment shall be at the Consultant's risk, unless such loss or damage is caused by the Client's fault or negligence.

38.3 Loss or damage to the Deliverables or materials incorporated with the Deliverables as from the date of the appointment Letter shall be repaired, replaced and/or completed by the Consultant at its sole expense if such loss or damage occurs as a result of the Consultant's acts or omissions.

**39. Protection of Manpower (if required)**

39.1 The Consultant and Sub-consultants shall be obligated at their own expense to include their Personnel in the health social security and manpower social security programs and pay the payment obligations as stipulated in the laws and regulations.

39.2 The Consultant shall be obligated to comply with and instruct its Personnel to comply with the work safety regulations as regulated in the laws and regulations.

39.3 The Consultant shall be obligated at its own expense to provide each of its personnel (including the Sub-consultant personnel, if any) with appropriate and adequate occupational safety

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equipment.

39.4 Without prejudice to the Consultant's obligation to report accidents under the applicable laws, the Consultant shall report to the Client on any accident arising in connection with the implementation of this Agreement Document within 24 (twenty-four) hours after the incident.

**40. The Consultant's actions which require the Client's Consent**

40.1 All consents from the Client to the Consultant's actions as regulated in this Agreement Document shall not remove the Consultant's liability, error, or omission.

40.2 The Consultant shall be obligated to obtain the Client's prior written consent before performing the following actions:

- a. subcontracting part of the work that has not been specified in the Agreement Document; and/or
- b. other actions regulated in the SSKP (if any).

**41. Advance Payment Deposit (if required)**

41.1 The advance payment deposit used in the implementation of this Agreement Document may be in the form of bank guarantee or surety bond. The guarantee shall be unconditional, easily disburseable, and must be disbursed by the issuer of the guarantee by no later than 14 (fourteen) working days after the disbursement order from the Client or the party authorized by the Client is received.

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- 41.2 The advance payment deposit shall be given to the Client if the Consultant receives advance payment and shall give it before the advance payment is taken.
- 41.3 The value of the advance payment deposit shall be equal to the amount of advance payment received by the Consultant.
- 41.4 The value of the advance payment deposit may be reduced proportionally according to the remaining amount of the advance payment received.
- 41.5 The validity period of the advance payment deposit shall be at least as from the date of approval of provision the advance payment until the date of BAST on all Deliverables.

**42. Document  
Ownership**

- 42.1 All plans, drawings, specifications, designs, reports, and other documents prepared by the Consultant under this Agreement Document shall be the sole property of the Client.
- 42.2 The Consultant shall be obligated to submit all documents along with a list of details to the Client by no later than the time of BAST or the time of termination of the Agreement Document.
- 42.3 The Parties may retain a copy of each of the above documents with the restrictions on use as regulated in the SSKP.

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- 43. Personnel and/or Equipment**
- 43.1 The personnel and/or equipment placed must be in accordance with those set out in the Agreement Document.
- 43.2 Replacement of Personnel may not be made except with the written consent from the Client as stated in the:
- a. minutes; or
  - b. addendum in the event that the type of Agreement Document is based on the assignment time (time-based).
- 43.3 Replacement of Personnel shall be carried out by the Consultant by submitting a prior application to the Client along with the reason for the replacement.
- 43.4 The Client may assess and approve the placement/replacement of Personnel according to the required qualifications.
- 43.5 The Client may request replacement of Personnel if it considers that the Personnel:
- a. is incapable or unable to perform the work properly;
  - b. is behaving poorly; or

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c. is neglecting the work which becomes his/her duty.

43.6 If a replacement of Personnel is necessary, the Consultant shall be obligated to provide a replacement with the same or better qualifications than the replaced Personnel without any additional cost within 7 (seven) working days as from the written request along with the reason for replacement by the Client.

43.7 The Personnel shall be obliged to maintain the confidentiality of their work.

**H. PAYMENT TO THE CONSULTANT**

**44. Agreement Value** The Agreement Value shall be regulated in the SSKP.

**45. Currency** 45.1 The Agreement Value and all payments to the Consultant must be made in Rupiah in accordance with the laws and regulations related to currency.

45.2 In the event that the payment transaction to the Consultant constitutes a transaction exempted from the obligation to use Rupiah currency, the currency of the Agreement Value and all payments may be regulated in the SSKP

**46. Payment** 46.1 Advance payment

a. Advance Payment may be given to the Consultant at the Client's discretion, as

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regulated in the SSKP, among other things for the:

- 1) Mobilization of manpower; and/or
  - 2) technical work required for the preparation of the work implementation.
- b. the amount of advance payment shall be regulated in the SSKP and shall be paid after the Consultant submits an advance payment deposit equal to the amount of advance payment given;
- c. refund of the advance payment may be made by taking into account gradually in a proportionate manner on each payment for work performance or according to the agreement stipulated in the Agreement and must be fully paid by no later than the time on which the Deliverables are completed.

46.2 Work achievement

- a. payments shall be made with a monthly system, a term system or a lump sum payment as regulated in the SSKP.
- b. payment for achievement of the Deliverables shall be made with the following conditions:

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- 1) the Consultant has submitted the invoice documents as regulated in the SSKP;
  - 2) the payment shall be subject to deductions for advance payment installments, penalties (if any) and taxes; and
  - 3) for an Agreement Document which has subcontracts, the payment request shall be accompanied by proof of payment to all Sub-consultants in accordance with the work achievements.
- c. Payment settlement may only be made after the Deliverables are declared accepted in the BAST and carried out within 20 (twenty) working days after all invoice documents in accordance with the SSKP have been received by the Client completely and correctly.

46.3 All payments based on this Agreement Document must be made to the Consultant's account as regulated in the SSKP.

**47. Final Calculation**

47.1 For an Agreement Document with the type of assignment time (time-based), the final calculation of the work value shall be made based on the amount of time used to complete the entire work

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and shall be set out in the BAST.

47.2 The payment of the last work achievement installment shall be made after all work is completed and the BAST has been signed by the Parties.

**48. Suspension**

48.1 The Client may suspend the payment of any installment for the Consultant's work achievement Payment if the Consultant fails or neglects to fulfill its contractual obligations, including the delivery of any Deliverables which is not in accordance with the time or provisions which have been stipulated in the KAK and the Consultant is suspected of being involved in violation of the law.

48.2 The Client shall notify the Consultant in writing of the suspension of payment rights, along with clear reasons for such suspension. The Consultant shall be given the opportunity to make improvements within a certain period as regulated in Article 30.1.e of the SSKP.

48.3 The suspended payment shall be adjusted to the proportion of the Consultant's failure or omission and/or the remaining unpaid amount of the Agreement Value.

48.4 If deemed necessary by the Client, suspension of payment due to the delay in the delivery of the work may be carried out at the same time as the imposition of penalty on the Consultant.

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**I. DISPUTE RESOLUTION**

- 49. Good Faith**
- 49.1 The Client and the Consultant shall act on the principle of mutual trust which is adapted to the rights contained in the Agreement Document.
- 49.2 The Client and the Consultant agree to implement the Agreement Document in good faith for the common interests of the Parties.
- 49.3 If during the Agreement Term, one of the parties feels impaired, the best action shall be procured to resolve such situation.
- 49.4 The Client and the Consultant shall be obligated to act in good faith in connection with the rights of the other Party, and to take all necessary steps to ensure the fulfillment of the objectives of the Agreement Document.
- 50. Dispute Resolution**
- 50.1 The Client and the Consultant shall be obligated to make serious endeavors to resolve by deliberation to reach a consensus all disputes arising from and/or related to this Agreement Document or its interpretation during or after the implementation of the work.
- 50.2 In the event that the resolution of the dispute by deliberations to reach a consensus is not reached within 30 (thirty) Days, the dispute resolution may be carried out finally by arbitration, which will be

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resolved and decided upon by the Indonesian National Arbitration Board (BANI) which is legally recognized by a court decision and/or the applicable laws and regulations in Indonesia, the office of which on the date of execution of this Agreement is located at Wahana Graha, Jl. Mampang Prapatan No. 2, Jakarta, according to the administrative regulations and the rules of arbitration procedures of BANI, the decision of which shall be binding on the Parties to the dispute as the first and final judgment.

- 50.3 The Parties agree that neither Party may bring or defend any lawsuit in any court in connection with the dispute, except to enforce the arbitral award granted under a hearing convened under this Article.
  
- 50.4 In the event of a lawsuit being filed with the court to enforce the arbitral award, the person or persons sued to enforce the arbitral award shall pay all reasonable costs, including but not limited to legal counsel and translator fees, which are imposed on any other person or persons seeking to enforce the arbitral award.
  
- 50.5 The arbitral award shall be final and binding (which therefore, each Party hereby waives all rights it may have under the law and jurisdiction to appeal on the rendered award) and such award may be enforced in a court in accordance with the laws applicable in Indonesia to the Parties and shall not be subject to

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an appeal effort in any court.

50.6 The Parties expressly agree to waive the enforceability of all rules such that the appointment of the arbitral tribunal does not expire after 6 (six) months as from the date of its appointment.

50.7 The mandate of the arbitral tribunal duly established in accordance with the provisions of this Agreement Document shall remain in force until the final arbitral award has been issued by the arbitral tribunal.

50.8 Throughout the arbitration proceedings, the Consultant shall continue to carry out its obligations under this Agreement Document and perform the work assigned to it until the date of BANI's final award.

50.9 The Parties hereby waive Article 48 paragraph (1) of Law No. 30 of 1999 regarding Arbitration and Alternative Dispute Resolution and agree that the arbitration does not need to be resolved within a specific time.

50.10 In each of the arbitration proceedings below:

- a. the hearings shall, unless otherwise agreed by the Parties, be held in Indonesia; and
- b. the Indonesian language shall be the official language for all purposes.

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50.11 In the event that the Consultant is a legal entity/business entity/foreign party, the place and procedures for dispute resolution may be regulated otherwise in the SSKP.

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