

(Bank Letterhead)

Bid Bond
(Bank Guarantee)

I

Name : PT DSSP POWER KENDARI
Address : Sinar Mas Land Plaza, Tower 2, 23rd Floor, Jl. M.H. Thamrin No. 51, Jakarta
hereinafter referred to as the “**Company**”

an amount of Rp 300.000.000,00 (Three Hundred Million rupiah) of the bid value submitted by the Bidder (as defined below) in the form of a bank guarantee as a bid bond for *Major Overhaul Turbine and Generator #1* based on Procurement PR No. 40004883 dated [insert date] (“**Procurement Documents**”), if:

Name : [insert name of the bidder]
Address : [insert registered address of the bidder]
hereinafter referred to as the “**Bidder**”

eventually until the specified time limit under the Procurement Documents, but not exceeding the expiration date of this Bank Guarantee, fails to fulfill its obligations to the Company, namely:

- a. Bidder withdraws its bid during the tender or after being declared as the tender winner;
- b. Bidder fails to:
 - 1) submit a Performance Bond after being appointed as the tender winner;
 - 2) sign the Contract; or
 - 3) attend the clarification and/or verification as a potential winner;
- c. Bidder fails to meet any other provisions as specified in the Procurement Documents.

This Bank Guarantee is issued under the following terms:

1. This Bank Guarantee as a Bid Bond is effective as of [insert effective date] until 31 January 2025..
2. A claim for disbursement can be submitted in writing by attaching a declaration of default from the Company no later than 30 (thirty) days after the expiry date of the Bank Guarantee as a Bid Bond as stated in point 1.
3. We will unconditionally pay the Company the amount of the bond value mentioned above within no later than 14 (fourteen) days without any conditions upon receipt of the Company’s request letter stating that the Contractor has failed to perform its obligations as specified in this bid bond.
4. Payments from us under this bid bond will be paid through the bank account appointed by the Company, without any withholding of taxes, fees, charges, demands, or any withholding, income tax, whether current or future, in connection therewith.
5. We expressly waive our privileges as surety as stipulated in Article 1831 of the Civil Code which requires to first confiscate and sell the assets of the Bidder to claim payment purposes.
6. This guarantee is not assignable or transferable.
7. This bid bond is governed and construed in accordance with the laws of the Republic of Indonesia.
8. All matters that may arise as a result of this Bank Guarantee as a Bid Bond, each party chooses a common and permanent legal domicile at the District Court of Central Jakarta.

Issued in :
On :

Best regards,

[Bank]

[Authorized Signature(s)]