

REQUEST FOR QUALIFICATION (“RFQ”)

INVESTMENT OPPORTUNITY FOR GEOTHERMAL ENERGY PROJECTS

**General Pre-Qualification to Participate in the Development of
Geothermal Energy Projects in Partnership with PT Geo Dipa Energi
(Persero)**

No: RFQ-001-PST/GDE/II/2024
Date : 22 Februari 2024



PT Geo Dipa Energi (Persero)

Head Office:

Gedung Aldevco Octagon Lantai 2
Jl. Warung Jati Barat No. 75 - Jakarta Selatan
Tel. (021) 7982925 - Fax. (021) 7982930
www.geodipa.co.id

APPROVAL SHEET

Work Description: General Pre-Qualification to Participate in the Development of Geothermal Energy Projects in Partnership with PT Geo Dipa Energi (Persero)

Jakarta, 22 Februari 2024

Prepared by:



Ferry Iskandar
Head of Supply Chain Management Division

Approved by:
Authorized Officer



Ilen Kardani
Director of Business Development & Exploration *A.*

IMPORTANT NOTICE

Capitalized terms used in this Important Notice have the meaning set out in the Definitions section of this Request for Qualification (“RFQ”).

This RFQ is being issued by PT Geo Dipa Energi (Persero) (“**GDE**”) to provide instructions, criteria and requirements for Invited Parties or Applicants, which wish to present their credentials for the purpose of being selected as a potential equity partner(s) of GDE and supporting GDE in potential developments of geothermal power plants (the “Geothermal Project”).

This RFQ does not purport to contain all the information that an Invited Party or Applicant may need or desire in order to make an investment decision. It has been prepared to assist the Invited Party or Applicant to qualify for consideration for potential equity partnerships with GDE, and at a later stage to make its own evaluation of the merits of investment and project participation. In all cases, an Invited Party or Applicant should conduct its own investigation and analysis of the information set forth in this RFQ and in subsequent stages of this opportunity. GDE, GDE’s procurement officers, the Government, any Government Instrumentality and any of their representatives, agents, consultants, and the Advisors (“Procurement Parties”) disavow any obligation or duty (whether in contract, written or otherwise) to any Applicant.

None of the Procurement Parties make any representation (expressed or implied) or warranty as to the accuracy or completeness of this RFQ or the information contained herein, or make any representation that the information presented herein constitutes all the information necessary to present a Statement of Qualification (“SOQ”) or develop a Geothermal Project, and shall have no liability for it or for any other written or oral communication transmitted to or received by the recipient during this prequalification process. Only those particular representations and warranties that are made by GDE in a definitive written communication, when and if one is issued, and subject to such limitations and restrictions as may be specified in such communication, shall have any legal effect.

This RFQ may contain certain interpretations, explanations and/or summaries of Legal Requirements, prepared solely to acquaint the recipient with the matters described in a general manner only, and are not intended to be definitive or to disclose or deal with any or all aspects of such Legal Requirements that may be important to a recipient.

GDE reserves the right, in its sole discretion, but without being under any obligation to do so, to update, amend or supplement the information, assessments or assumptions contained in this RFQ, and to modify any of the rules or procedures related to the equity partner qualification or selection process or, without prior notice or providing any reason, to postpone, discontinue or cancel the outcome of the selection process. GDE shall not incur any liability whatsoever arising out of such updates, amendments, supplements, modifications, postponements, discontinuances, and cancellations. None of the Procurement Parties shall be liable or responsible to any person for any cost or expense incurred in evaluating or responding to this RFQ or in any investigation or transaction, whether or not completed, which may follow, including but not limited to preparation, copying, postage, delivery fees and expenses associated with any demonstrations or presentations which may be required by GDE or any other costs incurred in connection with or relating to the SOQ, regardless of the conduct or outcome of the equity partner qualification or selection process.

Each Applicant will be responsible for gathering and presenting all information necessary for evaluating the merits of participation. Applicants must not expect nor request the involvement of the Procurement Parties in the preparation of their SOQ.

This RFQ is a precursor to the issuance of a Request for Proposal (“RFP”) for the potential Geothermal Projects, and is designed to pre-qualify potential participants in the RFP process. GDE does not warrant the timing of issuance of such RFP, or whether such RFP shall ever be issued. The issuance of this RFQ does not imply that GDE is bound to select or appoint a selected equity partner(s) for the potential Geothermal Projects and GDE reserves the right to reject all or any SOQs without assigning any reasons whatsoever. Except as otherwise stated, the information provided in this RFQ shall form no part of the RFP or any other subsequent documents or agreements with the Procurement Parties. No adjustments will be made to any Application, or to any agreements between the Procurement Parties based on Applicant’s interpretation of the information provided.

All information submitted in response to this RFQ will become the property of GDE and neither GDE nor other members of the Procurement Parties accept any responsibility for maintaining the confidentiality of the material submitted or any trade secrets or proprietary data contained therein. In submitting an SOQ, the Applicant acknowledges that it understands, accepts and agrees to this Important Notice. Nothing contained in any other provision of the RFQ, nor any statement made orally or in writing by any person or party shall have the effect of amending or superseding any of the content of this Important Notice.

Queries relating to the information contained in this RFQ shall be directed according to the communication protocol in Section 4.6. No other person, whether employee, agent, Advisor or other, has been authorized to give any information or to make any representations in respect of this RFQ or Geothermal Project and, if given or made, such information or representation may not be relied upon as having been authorized by GDE or any Procurement Party.

This RFQ is confidential and exclusive to each of Invited Parties receiving it. It is provided on the understanding that it is not to be duplicated or distributed to or shared with any other person or company.

Definitions

For the purpose of this RFQ, the following capitalized terms shall have the meanings set out below:

Advisors		<p>On behalf of United States Agency for International Development (“USAID”), Development Alternatives Incorporated (“DAI”) appointed the following consultants as Advisors, to accelerate GDE’s procurement of Geothermal Project in Indonesia</p> <p>KPMG Services Pte. Ltd. And PT KPMG Siddharta Advisory (“KPMG”) as commercial and financial advisor. UMBRA - Strategic Legal Solutions (“UMBRA”) as legal advisor. Tetra Tech (“TT”) as technical advisor.</p>
Affiliate		<p>means, with reference to any person or entity, any person or entity controlling, controlled by or under common control with such person or entity.</p> <p>For purposes of this definition, "control" means the direct or indirect ownership of more than fifty percent (50%) of the voting power of a person or entity.</p>
AMDAL		<p><i>Analisis Mengenai Dampak Lingkungan pursuant to applicable Laws</i> in Indonesia, equivalent to Environmental and Social Impact Assessment (ESIA).</p>
Audited Statement	Financial	means a financial statement which has been audited by independent auditor.
Applicant		means an entity submitting an SOQ either individually or to associate themselves into a Consortium with another Applicant (subject to the requirements set forth in Section 4 and Section 5 below), in response to this RFQ.
Bidder		means a Successful Applicant submitting a proposal in response to the RFQ.
Blacklist (<i>Daftar Hitam</i>)		means a list that contains the identity of entities being prohibited to participate in any procurement process held by GDE, and/or any Government Instrumentality.
BOO		means Build-Own-Operate, a form of project structuring scheme wherein a private entity shall finance, design, construct, own, and operate a facility.
BOOT		means Build-Own-Operate-Transfer, a form of project structuring scheme wherein a private entity shall finance, design, construct, own, operate and ultimately transfer to a counterparty.
CA		means Cooperation Agreement.
COD		means Commercial Operation Date.
Consortium		means a group of Applicants that has agreed to participate jointly with respect to this RFQ.

Consortium Member	means a member of the Consortium other than the Lead Developer (subject to requirements in Section 4 and Section 5 below).
DPT	means <i>daftar penyedia terseleksi</i> , which is a list of entities with an SKT GDE, being assessed as capable and competent in their fields to be invited as a potential Selected Equity Partner for GDE.
Effective Date	means the date of the ESC, on which the terms thereof are effective.
EPC	means Engineering, Procurement, and Construction.
EPC/F	means Engineering, Procurement, Construction and Finance
EPC Contract	means an EPC contract to be entered into by and between the SPV and the selected EPC Contractor for the Project for the design, procurement, construction, commissioning and testing of such Project regardless of the form of such contract.
EPC Contractor	means a contractor or supplier to be engaged by the SPV to undertake the Project EPC.
ESC	means Energy Sales Contract.
Financial Close	means the event on which conditions precedent to the first disbursement of funds under the Financing Agreements are met.
Financing Agreements	means, collectively, the loan, guarantee, contracts for political and/or commercial risk coverage and security agreements entered into by the SPV in relation to the financing of the Project.
GDE	means PT Geo Dipa Energi (Persero).
Geothermal Project(s)	means the project(s) envisaged by GDE for cooperation with a Selected Equity Partner.
Government	means the Government of the Republic of Indonesia.
Government Instrumentality	means an entity of the Government of the Republic of Indonesia or any of its political subdivisions (whether central, state or local) which includes, but is not limited to: any ministry, agency, authority, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, monetary or administrative powers or an entity having functions pertaining to government, as stipulated under the Laws in Indonesia.
IDR	means Indonesian Rupiah, the lawful currency of Indonesia.
INVEST	An initiative by USAID that mobilizes private capital into high-impact areas to facilitate developments and investments.
Invited Party	means an interested party that has duly confirmed its interest to participate in a geothermal development project with GDE and has been invited to be a recipient of this RFQ.
JVE	means a Joint Venture Entity, to be established by the Consortium to hold its interest in the SPV.

Laws	means any decree, resolution, law, statute, act, ordinance, rule, direction (to the extent having the force of law), order, treaty, code or regulation or any interpretation of the foregoing, as enacted, issued or promulgated by any Government Instrumentality including amendments, modifications, exclusions or re-enactments thereof.
Lead Developer	means the leading member of the Consortium (subject to requirements in Section 4 and Section 5 below).
Legal Requirements	means all applicable Laws, injunctions, licenses, permits, approvals, agreements, and any regulations of any Government Instrumentality having jurisdiction over the matters in question.
Lender	means an institution which will provide the loan, guarantee, contracts for political and/or commercial risk coverage and security, under the Financing Agreements, in relation to the debt financing of the Project.
MoF	means the Ministry of Finance.
MER	means Minimum Eligibility Requirement.
MEMR	means the Ministry of Energy and Mineral Resources.
MW	means megawatts-electric (physical units of power).
MWh	means megawatt-hours (physical units of energy).
Net Worth	means net assets less intangible assets (as defined for an entity by its latest audited balance sheet).
NPQ	means Notice of Pre-Qualification.
Offtaker	means PLN acting as single purchaser of the electricity.
O&M	means operations & maintenance.
O&M Contract	means each agreement between the O&M Contractor and the SPV for the provision of O&M services for the Geothermal Project.
O&M Contractor	means each contractor to be engaged by the SPV to undertake the O&M for the Geothermal Project.
Parent Company	means, in relation to a person, company or entity, an entity that directly or indirectly controls that person, company or entity. For the purposes of this definition, "control" means ownership or control (whether directly or otherwise) of at least fifty percent (50%) of the voting equity capital of the controlled entity.
Partner Selection Process	means a multi-stage process of the selection of a business entity as a potential equity partner(s) for GDE in developing the Project, including this Pre-Qualification Process and any subsequent or related process.

Persero	means a state-owned enterprise in the form of a limited liability company whose capital is divided into shares wholly owned or at least 51% (fifty-one percent) of which are owned by the Republic of Indonesia and for which the main objective is to pursue profit.
PLN	means PT Perusahaan Listrik Negara (Persero), a state-owned enterprise, currently the holder of the integrated electricity generation business license for public purposes (<i>zin usaha penyediaan tenaga listrik untuk kepentingan umum</i>) and business area (<i>wilayah usaha</i>) pursuant to Law number 30 of 2009 on Electricity as amended by Law No. 6 of 2023 on the Determination of Government Regulation in lieu of Law No. 2 of 2022 on Job Creation as Law and its implementing regulations, and any of its representatives.
PLTP / GPP	<i>Pembangkit Listrik Tenaga Panas Bumi</i> , means geothermal power plant.
Pre-Qualification Process	means the process related to the submission and evaluation of SOQ.
Project Agreements	means the principal agreements which the Selected Equity Partner/SPV will enter into in connection with the Geothermal Project.
Representative	means a person, officer, or employee of and/or person authorized to act on behalf of a Government Instrumentality.
RFP	means Request for Proposal.
RFQ	means Request for Qualification.
Selected Partner	means a Bidder that has been selected through the Partner Selection Process conducted by GDE, and that has been approved by GDE to develop the Geothermal Project together with GDE.
SHA	means a shareholders' agreement to be entered into by the Shareholders to set out the relations among the parties and their respective rights and obligations as the shareholders of the SPV created for the implementation of the Geothermal Project.
Shareholders	means the shareholders of the SPV for the Geothermal Project, being (i) GDE or its Affiliate; and (ii) the Selected Equity Partner(s).
Shortlisted Applicant	Qualified means a Qualified Applicant who passes the Reconfirmation Substage and will be invited for the RFP Stage.
SKT GDE	Means <i>surat keterangan terdaftar</i> which is a letter evidencing an entity's registration in GDE's DPT.
SPV	means a limited liability company, in the form of Special Purpose Vehicle, established by GDE and the Selected Equity Partner(s) to develop the Geothermal Project.
SOQ	means Statement of Qualification, a document submitted by Applicants in the fulfilment of the requirements stated in this RFQ,

	containing all of the information requested in Section 4.3, including the forms attached in the Appendix hereof.
Qualified Applicant	means an Applicant who passes all MERs for this General Prequalification and who will receive an NPQ and SKT GDE, and listed in the DPT in accordance with this RFQ.
USD	means United States Dollars, the lawful currency of the United States of America.
Utility-scale	means 10-MW minimum nameplate rating of generation capacity.
WIB	means Western Indonesia Standard Time.

The singular includes the plural and vice versa, and in particular (but without limiting the foregoing) any word or expression defined in the singular has the corresponding meaning used in the plural and vice versa.

A reference to writing includes printing, typing, lithography, and other means of reproducing words in a visible form.

Table of Contents

IMPORTANT NOTICE	3
Definitions	5
Table of Contents	10
1. Executive Summary	11
2. Information Memorandum	12
2.1 Introduction	12
2.2 Partner Selection Process	12
2.3 Key Electricity and Renewable Energy Regulations	12
2.4 Environmental Requirements	13
2.5 Selection Process Timetable	15
3. Project Arrangements	15
3.1 Indicative Project Structure	15
3.2 Proposed Commercial Summary	15
4. SOQ Requirements	17
4.1 Applicant Composition	17
4.2 Applicant Obligations	17
4.3 Statement of Qualification	18
4.4 Additional Requests for Information	20
4.5 Law and Language	20
4.6 RFQ Clarification	20
4.7 Submission Requirements	21
5. SOQ Evaluation	21
5.1 Completeness and Compliance Check	21
5.2 Assessment of Applicant's Qualifications	21
5.2.1 Financial Strength	21
5.2.2 Experience in Financing Power Generation Projects	22
5.2.3 Technical Capability in Geothermal Projects	22
5.2.4 Geothermal Development Experience in Indonesia	23
5.3 Notices of Pre-Qualification ("NPQ") and <i>Surat Keterangan Terdaftar</i> ("SKT GDE")	23
5.4 Return of Data	23
5.5 Reimbursement	23
5.6 Disqualification	23
5.7 Evaluation Process	24
5.8 Subsequent Stages	24
5.8.1 Reconfirmation Substage	24
5.8.2 Request for Proposals ("RFP") Stage	24
APPENDIX I – Upcoming Project Pipeline in Dieng Area	26
APPENDIX II – Submission Requirements	27
APPENDIX III – Form of the Submission Letter	28
APPENDIX IV – Pre-Qualification Forms	31
Pre-Qualification Form I: Corporate Information	31
Pre-Qualification Form II: Financial Capability	32
Pre-Qualification Form III: Experience in Financing Power Generation Projects	33
Pre-Qualification Form IV: Technical Capability in Geothermal Power Projects	34
Pre-Qualification Form V: Geothermal Development Experience in Indonesia	35
APPENDIX V – Confidentiality Letter	36
APPENDIX VI – Integrity Pact	41

1. Executive Summary

PT Geo Dipa Energi (“GDE”) is issuing this Request for Qualification (“RFQ”) as part of the Pre-Qualification Stage to seek further information from Applicants interested in participating in developing geothermal projects with GDE as potential equity partner.

The Partner Selection Process for GDE comprises two main stages: Pre-Qualification and Request for Proposal (“RFP”). The Pre-Qualification Stage includes the General Pre-Qualification and Reconfirmation Substages. The General Pre-Qualification Substage is the framework for issuance of this Request for Qualification (“RFQ”) document which seeks information from Applicants interested in participating to develop geothermal projects in cooperation with GDE.

Upon completion of the General Pre-Qualification Substage, Qualified Applicants may be invited to restate their willingness to participate in upcoming Geothermal Project(s) through the subsequent Reconfirmation Substage. Qualified Applicants who confirm their willingness to participate will be issued a RFP document for the specified Geothermal Project(s).

Potentially, among the first expected Geothermal Projects that GDE intends to develop with an equity partner and which will be subject to the Partner Selection Process is “Project Sikidang”, which encompasses Dieng Unit 6 and Unit 7 with target capacities of 55 MW and 35 MW, respectively.

Invited Parties are hereby invited to submit their Statement of Qualification (“SOQ”) to GDE, via the method specified in this RFQ, **no later than 15 March 2024 11:59 PM WIB**.

The requirements of the SOQ and additional details are set out in the following sections. Information provided in each response will be used by GDE and its Advisors to evaluate the capabilities and experience of Applicants. It is then intended that qualified parties will be invited to participate in the subsequent competitive Partner Selection Processes.

2. Information Memorandum

2.1 Introduction

Geo Dipa Energi (formally PT Geo Dipa Energi (Persero); “GDE”) is a special mission vehicle wholly owned by the Government of Indonesia (“GoI”) through the Ministry of Finance (“MoF”), which has a strategic role in the development of the geothermal sector in Indonesia. GDE’s core business is the development of geothermal power. It currently generates electricity from geothermal resources and facilities located at Patuha in West Java and Dieng in Central Java, Indonesia.

GDE currently operates three geothermal power plants: 55 MW Dieng Unit 1 (COD in 2002), 55 MW Patuha (COD in 2014), and 10 MW Dieng Small Scale (COD in 2020). GDE is also currently developing Dieng Unit 2 (target capacity of 55 MW) and conducting a feasibility study for Dieng Unit 3, Unit 4 and Unit 5 (each with target capacity of 55 MW). GDE has completed the Pre-FS for Dieng Unit 6 and Unit 7 (supported by KPMG, UMBRA and Tetra Tech through the assistance of DAI Global LLC on behalf of USAID).

Under the prevailing Energy Sales Contract for Dieng Geothermal (“ESC”), PLN has committed to purchase up to 400 MW_e from the Dieng Geothermal Working Area. GDE is committed to growing its business and is seeking an equity partner to cooperate in further expansion of GDE’s resource base and electricity generation capacity.

This equity partner selection initiative is supported by United States Agency for International Development (“USAID”), through its INVEST initiative. Development Alternatives Incorporated (“DAI”), on behalf of USAID, facilitated the appointment of commercial, legal and technical consultants, namely KPMG, UMBRA, and Tetra Tech, to accelerate procurement of GDE’s geothermal projects in Indonesia.

2.2 Partner Selection Process

The Partner Selection Process for GDE comprises two main stages: Pre-Qualification and Request for Proposal (“RFP”).

The Pre-Qualification Stage includes General Pre-Qualification and Reconfirmation Substages. The General Pre-Qualification Substage involves issuance of this Request for Qualification (“RFQ”) document which seeks information from Applicants interested in partnering with GDE. Upon completion of the General Pre-Qualification Substage, selected Qualified Applicants will be invited to reconfirm their willingness to participate (the Reconfirmation Substage). Qualified Applicants who have reconfirmed their willingness to participate will be issued the RFP document for the relevant Geothermal Project(s).

Potentially, among the first expected Geothermal Projects that GDE intends to develop with an equity partner is “Project Sikidang”, which refers to Dieng Unit 6 and Unit 7 with target capacities of 55 MW and 35 MW, respectively. More details on the project pipeline for the Dieng area are available in Appendix I.

2.3 Key Electricity and Renewable Energy Regulations

This Partner Selection Process is conducted in compliance with all relevant and prevailing law and regulations. Applicants are required to understand and comply with the relevant statutes, including, but not limited to, the following:

- Law No. 30 of 2007 on Energy (State Gazette of Republic Indonesia Year 2007 No. 96, Supplement to State Gazette of Republic Indonesia No. 4746);

- Law No. 30 of 2009 on Electricity (State Gazette of Republic Indonesia Year 2009 No. 133, Supplement to State Gazette of Republic Indonesia No. 5052) as amended by Law No. 6 of 2023 on the Determination of Government Regulation in lieu of Law No. 2 of 2022 on Job Creation as Law (Law 6/2023);
- Law No. 21 of 2014 on Geothermal Energy (State Gazette of Republic Indonesia Year 2014 No. 217, Supplement to State Gazette of Republic Indonesia No. 5585) as amended by Law 6/2023;
- Law No. 2 of 2017 on Construction Services (State Gazette of Republic Indonesia Year 2017 No. 11, Supplement to State Gazette of Republic Indonesia No. 6018) as amended by Law 6/2023;
- Government Regulation No. 14 of 2012 on Electric Supply Business Activity as amended by Government Regulation No. 23 of 2014;
- Government Regulation No. 7 of 2017 on Indirect Use of Geothermal Energy, as partially revoked by Government Regulation No. 25 of 2021;
- Government Regulation No. 25 of 2021 on The Organization of the Energy and Mineral Resources Sector;
- Presidential Regulation No. 112 of 2022 on The Acceleration of the Development of Renewable Energy for the Supply of Electrical Power;
- Minister of Energy and Mineral Resources Regulation No. 12 of 2021 on Classification, Qualification, Accreditation, and Electricity Supply Business Activities Certification;
- Minister of Energy and Mineral Resources Regulation No. 11 of 2021 on the Implementation of Electricity Business;
- Minister of Industry Regulation No. 54/M-IND/PER/3/2012 on Guidelines of Local Content Usage for Construction of Power Plant as lastly amended by Minister of Industry Regulation No. 23 of 2023;

2.4 Environmental Requirements

Applicants will also need to comply with all applicable environmental statutes including, but not limited to, the following:

- Law No. 32 of 2009 on Protection and Management of Environment (State Gazette of Republic Indonesia Year 2009 No. 140, Supplement to State Gazette of Republic Indonesia No. 5059) as amended by Law 6/2023;
- Government Regulation No. 22 of 2021 on The Implementation of Environmental Protection and Management;
- Government Regulation No. 23 of 2021 on the Forestry Management;
- Minister of Environment and Forestry Regulation No. 4 of 2021 on The List of Businesses and/or Activities Required to Secure Environmental Impact Analysis, Environmental Management Efforts and Environmental Monitoring Efforts or Statements of Ability to Manage and Monitor the Environment;
- Minister of Environment and Forestry Regulation No. 7 of 2021 on Forestry Planning, Changes in the Designation of Forest Areas and Changes in the Function of Forest Areas, and Use of Forest Areas;

- Minister of Environment and Forestry Regulation No. 8 of 2021 on Forest Management and Preparation of Forest Management Plans, as well as Forest Utilization in Protected Forests and Production Forests;
- Minister of Environment and Forestry Regulation No. P.26/MENLHK/SETJEN/KUM.1/7/2018 on Guidelines on Preparation and Assessment of Environmental Documents in the Implementation of Business Licensing Service Integrated Electronically;
- Minister of Environment and Forestry Regulation No. 16 of 2012 on Guidelines for the Drafting of Environmental Documents
- Ministry of Environment and Forestry Regulation No.16/2012 regarding Guidance on Environmental Document Preparation describes how to prepare environmental documents including AMDAL and UKL/UPL.
- To address grievances, the Ministry of Environment and Forestry Regulation No. P.22/MENLHK/SETJEN/SET.1/3/2017 on Procedures of Complaint Management regarding Allegations of Environmental Pollution and/or Damage and/or Forest Destruction mandates the establishment of a Post Secretariat (*Sekretariat Pengaduan*) formed by the Ministry of Environment and Forestry and a Complaint Post (*Pos Pengaduan*) formed by governors, regencies/mayors, or heads of forest management units to receive and respond to complaints about environmental pollution and/or damage and/or forest destruction.

2.5 Selection Process Timetable

Expected milestones of the selection process and indicative timeline are provided in tables below.

Indicative timetable for General Pre-Qualification Substage (i.e., Table 1) is applicable to all Invited Parties. Upon completion of the General Pre-Qualification Substage, only Qualified Applicants which are so notified will be eligible to participate in the subsequent Reconfirmation Substage and the RFP Stage.

Table 1: Indicative Timetable for General Pre-Qualification

No.	Selection Process Milestone	Timeline
1.	Announcement and Issuance of RFQ	23 February 2024 (Deadline to submit RFQ clarification to GDE – 1 March 2024)
2.	SOQ Submission Date	15 March 2024
3.	Notification to Qualified Applicant	29 March 2024
4.	Issuance of DPT	5 April 2024
5.	Issuance of Reconfirmation for first Geothermal Project	Q2 2024

3. Project Arrangements

This section provides overview of key commercial features of the Geothermal Project.

3.1 Indicative Project Structure

The indicative project structure for partnering with GDE envisages an **equity partnership** under which a Special Purpose Vehicle (“SPV”) will be established by GDE or its Affiliate and its Selected Equity Partner to develop each Geothermal Project, indicatively under a long-term Build-Own-Operate-Transfer (“BOOT”) arrangement between the SPV and GDE. The SPV will be a new company which will be incorporated and registered in Indonesia and will have GDE (or its Affiliate) and its Selected Equity Partner as the shareholders.

The project structure(s) for the Geothermal Project(s) will be set out in further details in the subsequent Reconfirmation Substage and documented in the RFP documents.

3.2 Proposed Commercial Summary

The development of the Geothermal Project(s) will require the execution of key agreements and documents likely to include, but not be limited to (subject to each individual Geothermal Project structure):

- Cooperation Agreement

- Required licenses and/or approvals in accordance with applicable Legal Requirements;
- Shareholders Agreement;
- Upstream Asset Development Contract;
- Downstream Asset Development Contract;
- Land arrangement (for the project site);
- EPC/F Contract;
- O&M Contract; and
- Financing Agreements

4. SOQ Requirements

4.1 Applicant Composition

This Pre-Qualification Stage is open to all Invited Parties. Applicants may participate as single business entities or by forming a consortium with other entities, as defined in section 4.2.

4.2 Applicant Obligations

Applicants can submit an SOQ as:

- (i) A single business entity; OR
- (ii) A Consortium for which, the following Consortium qualifying criteria are met:
 - a. the Consortium consists of up to 2 (two) business entities consisting of a Lead Developer and a Consortium Member;
 - b. the Consortium will be expected to form a Joint Venture Entity (“JVE”) to hold its interest in the SPV, with the Lead Developer holding a majority of more than 50% (fifty percent) of the voting shares of JVE.

For the avoidance of doubt:

- (i) Each Applicant shall be a business organisation duly organised, existing registered and in good standing under the laws of its country of domicile.
- (ii) Under a single business entity application, Applicants will still be allowed to form a Consortium by adding an external (non-pre-qualified) party as Consortium Member at the RFP Stage, subject to the new Consortium still complying with the criteria set out in this RFQ and to approval from GDE.
- (iii) Under a Consortium application:
 - a. the individual SOQ submissions of both the Lead Developer and Consortium Member will be submitted together in one envelope;
 - b. the Lead Developer will be assessed for all pre-qualification criteria outlined in Section 5 of this document; and
 - c. the Consortium Member will only be assessed for the Net Worth requirements outlined in Section 5 of this document.
 - d. An Applicant bidding as a member of a Consortium shall not be entitled to submit another SOQ either individually or as a member of any other consortium;
 - e. The Consortium members shall be jointly accountable for the acts, obligations, and liabilities of the Consortium in relation to the Partner Selection Process;
 - f. The Consortium shall not change its ownership or structure until the COD of the relevant Project is achieved without the prior written consent of GDE;
- (iv) GDE, the Applicants and Consortium members, including their Affiliates, representatives and employees, that are involved in the Partner Selection Process must avoid conflicts of interest and where a conflict of interest is believed to exist, must declare any such conflict of interest, indicating the nature of the conflict. Applicants and Consortium members shall declare any potential conflicts of interest that are foreseen in their Submission Letter(s). Potential conflicts of interest include but are not limited to:

- a. A conflict of roles which might provide an incentive for improper acts by one of the parties involved.
 - b. Anything that can create an appearance of impropriety that can undermine confidence in the ability of a party to act properly; and/or
 - c. With respect to procurement processes associated with the Project, the involvement of any direct, indirect or family interests in the Partner Selection Process or outcome of the Partner Selection Process and any personal bias, obligation, allegiance or loyalty which could in any way affect any decisions taken.
- (v) If Applicants choose to involve agents in their dealings with GDE or any Government Instrumentality, such agents are not permitted to be that is involved or to become involved in the Project in any other capacity.

4.3 Statement of Qualification

Each SOQ is required to include the following:

- (i) Submission Letter in the form of the letter template attached in Appendix III
- (ii) Attachments¹ to the Submission Letter that consists of:
 - (a) Certified true copies of the corporate deed of establishment certified by a notary public, Justice of the Peace or other acceptable authority in the jurisdiction of incorporation, and approval notification from the relevant agency in the country of origin of the Applicant. If the originals of such documents are not in Indonesian and/or English, the document must be accompanied by a certified English translation made by a licensed translator or other relevant authority in the jurisdiction of incorporation.*
 - (b) Certified true copies of documents of incorporation or Articles of Association and their amendments for each Applicant, certified by a notary public or Justice of the Peace or other relevant authority in the jurisdiction of incorporation, and the relevant approval of notification from the relevant agency in the country of registration of the Applicant. If the originals of such documents are not in Indonesian and/or English, the document must be accompanied by a certified English translation made by a licensed translator or other relevant authority in the jurisdiction of incorporation.*
 - (c) Notarized Power of Attorney issued by the Applicant to a person who is appointed to represent the Applicant as Authorized Representative in order to submit the SOQ, signed over a duty stamp if made in Indonesia. If the original document is signed outside Indonesia, then it must be legalized by the relevant Indonesian Embassy or similar authority and the Ministry of Foreign Affairs or accompanied with an apostille certificate.*
 - (d) In the case of a Consortium, the partners' Consortium agreement must contain at least the composition of the Consortium (membership and shareholdings), the roles of each Consortium member, and the Consortium leader which will henceforth act as the authorized representative of the Consortium.
 - (e) Copy of national identity card or passport of shareholders (majority), board of directors and board of commissioners members.*

¹ If Applicants require additional time to prepare long lead time items (such as translation and certification of certain documents), please inform GDE as part of your submission; conditional qualification can be considered with the condition of the full documentation be furnished at a later date

- (f) Copy of the Taxpayer Identification Number (*Nomor Pokok Wajib Pajak*) of the Applicant or equivalent relevant taxpayer identification document.*
- (g) Copy of the Applicant's Business Identification Number (*Nomor Induk Berusaha/NIB*) or equivalent business registration number.*
- (h) Copy of the Applicant's main business license (e.g.: non-effective Electricity Supply Business License (*Izin Usaha Penyediaan Tenaga Listrik untuk Kepentingan Umum/IUPTLU*), Electricity Supporting Services Business License (*Izin Usaha Jasa Penunjang Tenaga Listrik/IUJPTL*, etc) issued by the relevant authority in the jurisdiction of incorporation. If the originals of such documents are not in Indonesian and/or English, the document must be accompanied by a certified English translation made by a sworn translator or relevant authority in the jurisdiction of incorporation of such documents.*
- (i) Evidence of Applicant's compliance with taxation obligations in the previous 3 (three) years by submitting evidence of electronic payments and a Taxable Entrepreneur Confirmation Letter (*Surat Pengukuhan Pengusaha Kena Pajak/SPPKP*) or equivalent.*
- (j) A letter from a reputable bank: (a) stating that the Applicant is a going concern in good financial standing, (b) indicating that in the bank's view, the Applicant has the financial capacity to act as a strategic partner for the Project, and (c) if possible, confirming the Applicant's cash balance at the time of yearly close for the previous three years.*
- (k) Evidence of Applicant's experiences in Geothermal Projects listed in the Pre-Qualification Form III, IV, and V (e.g., copy of commissioning test).*

Note: documents marked with () must be signed and submitted by each member of the consortium if the Applicant is a consortium.*

(iii) Pre-Qualification Forms attached in Appendix IV:

- (a) Pre-Qualification Form I: Corporate Information;
- (b) Pre-Qualification Form II: Financial Strength incorporating;
 - Copy of the three (3) most recent annual Audited Financial Statements, i.e. for fiscal years 2023, 2022, 2021 if possible; where audited statements are not yet available, unaudited accounts signed by the Board of Directors will be accepted;
 - Copy of latest corporate credit rating
- (c) Pre-Qualification Form III: Experience in Financing Power Generation Projects;
- (d) Pre-Qualification Form IV: Technical Capability in Geothermal Projects;
- (e) Pre-Qualification Form V: Geothermal Development Experience in Indonesia;

(iv) Parent Support Letter (if applicable)

A Parent Support Letter is required if Applicant has relied on a Parent Company's support to demonstrate its financial capability and/ or technical experience or if the Applicant entity has been established for less than 1 (one) year.

- (v) Confidentiality Letter attached in Appendix V (native file can be downloaded from [https://www.geodipa.co.id/Procurement/Info pelelangan](https://www.geodipa.co.id/Procurement/Info%20pelelangan)). Applicants should note that the submission of a signed Confidentiality Letter is not mandatory at SOQ submission.

However, its submission as part of the SOQ is encouraged to facilitate the sharing of data and information in subsequent Reconfirmation Substage and RFP Stage.*

For overseas applicants, the Confidentiality Letter should be signed by the Authorized Representative and stamped with the company seal.

(vi) Integrity Pact attached in Appendix VI (Native file can be downloaded from [https://www.geodipa.co.id/Procurement/Info pelelangan](https://www.geodipa.co.id/Procurement/Info%20pelelangan)).*

For overseas applicants, the Integrity Pact should be signed by the Authorized Representative and stamped with the company seal.

Note: documents marked with () must be signed and submitted by each member of the consortium if the Applicant is a consortium.*

4.4 Additional Requests for Information

During the course of the selection process, GDE reserves the right to request additional information of the Applicant. Although no Applicant shall have the right to make a verbal presentation or direct overture to GDE, GDE reserves the right to request verbal presentations, or presentations in other forms, from Applicants.

4.5 Law and Language

The acceptable languages of the RFQ and SOQ shall be English. Any document provided as attachments to the SOQ shall be provided in English and/or Indonesian. If the document is in languages other than English and/or Indonesian, the document should be translated into English. If there is any inconsistency or difference in interpretation between the Indonesian language version and the English version of any documents related to the Geothermal Project, the English version shall prevail. The RFQ and SOQ shall be governed under the Laws of the Republic of Indonesia.

4.6 RFQ Clarification

All queries and request for clarification in relation to this RFQ document must be submitted by email to the following addresses:

Email: procurement@geodipa.co.id;

Cc: go-fmsikidang@kpmg.com; project.sikidang@geodipa.co.id

Subject: RFQ Clarification for “Potential Geothermal Development Equity Partnership with GDE” – [Company Name]

Applicants are requested to submit their requests for clarification in the following form:

S/N	Reference section in RFQ document	Nature of Clarification*	Clarification
1			
2			

*note: general, financial, technical or legal

All questions and/or requests for clarification or other comments made by Applicants which relate to this RFQ are to be submitted **no later than 1 March 2024, 11:59 PM WIB** and shall be provided in English. In a case where an Applicant submits a query and/or request for clarification in a form other than set out above, or in any other case, GDE may in its sole discretion choose not to respond.

4.7 Submission Requirements

All Applicants must submit their completed SOQ by email to be received by GDE with maximum file size of 25 MB, to be received **no later than 15 March 2024, 11:59 PM WIB** (“SOQ Submission Date”) using the following addresses:

Email: procurement@geodipa.co.id

Cc: go-fmsikidang@kpmg.com; project.sikidang@geodipa.co.id;

Subject: **Statement of Qualification (SOQ) for “Potential Geothermal Development Equity Partnership with GDE” – [Company Name]**

5. SOQ Evaluation

5.1 Completeness and Compliance Check

The SOQ will first be checked for completeness of the submission and compliance with the requirements as set out in Section 4.3 of this RFQ. If elements of the required submission are missing, the Applicant will be asked to provide the missing information through clarifications with a deadline for submission to be set by GDE..

5.2 Assessment of Applicant’s Qualifications

Applicants must demonstrate that they have sufficient financial and technical capability to undertake the Project.

Each Applicant will be assessed on the following minimum eligibility requirements (“MER”) based on information provided in its SOQ:

- MER 1: Financial strength, as evidenced by average net worth from the past three (3) years;
- MER 2: Experience in raising financing for power generation projects, as evidenced by financing packages developed and closed in the last ten (10) years; and
- MER 3: Technical capabilities in utility-scale geothermal projects, as evidenced by experience as lead developer for geothermal power projects that have been commissioned in the last ten (10) years.

For Applicants applying as a Consortium, the Lead Developer will be required to meet all the stipulated MERs as if it were bidding as a single entity. Other Consortium Members will only be required to meet the financial strength requirement in proportion to their intended shareholding in their Consortium JVE.

Applicants are permitted to leverage their Parent Company’s financial strength, financing experience and technical experience subject to certain material requirements. In such cases, Applicant must provide a Parent Support Letter proving Parent Company’s approval of the use of its resources and its support for the Applicant’s participation in this Pre-Qualification Stage. Company financial strength, financing experience and technical experience that derives from an an entity that is neither the Applicant nor its Parent Company will not be taken into account during the evaluation of Applicant’s SOQ submission.

5.2.1 Financial Strength

Each Applicant (or Parent Company, if applicable) must provide its Audited Financial Statements for the three (3) most recent financial years. In the case of a Consortium, both Lead

Developer and Consortium Member must provide their Audited Financial Statements for the periods stated.

The table below demonstrates the minimum average Net Worth requirement that each Applicant must satisfy:

Table 2: Average Net Worth Requirements

	Average Total Net Worth (USD Million)
General minimum requirement	25

In addition, each Applicant shall provide a copy of its latest credit rating from a reputable rating agency, if available. In the case of Consortium, only the Lead Developer is required to submit the credit rating documentation.

5.2.2 Experience in Financing Power Generation Projects

Each Applicant must provide details in its Pre-Qualification Form III demonstrating that it has successfully developed and closed financing packages for power generation projects. In the case of a Consortium, only the Lead Developer must prove its experience in financing power generation projects as a representative for the entire Consortium. The minimum financing experience requirements include:

Table 3: Financing Experience Requirements

	Limited / non-recourse project financing of at least (in aggregate)	Or	Corporate debt or Supplier Credit Facility of at least (in aggregate)
General minimum requirement	USD 40 million		USD 40 million

Financing packages put forward by Applicants to meet these criteria shall have been developed and closed within the last ten (10) years. Applicants that have participated in consortium financing of other projects can only attribute a proportion of the financing that matches their pro-rata equity share of that consortium.

5.2.3 Technical Capability in Geothermal Projects

Each Applicant must provide details in its Pre-Qualification Form IV that demonstrates its experience in developing utility-scale geothermal plants which have been commissioned within the last ten (10) years. In the case of a Consortium, only the Lead Developer must provide its project history and proof of technical capability. The minimum technical experience requirement includes:

Table 4: Technical Experience Requirements

	Projects located in Indonesia		Projects located globally	
	Single (MW)	Aggregate (MW)	Single (MW)	Aggregate (MW)
General minimum requirement	10	10	10	10

In the Pre-Qualification Form IV, the Applicant must also describe the site characteristics including terrain, geological and geophysical setting, and geochemistry (e.g. fluid composition,

phase, abnormal acidity, NCG content, mineral deposition) for each project, as well as any special community, social or environmental issue associated with each project.

5.2.4 Geothermal Development Experience in Indonesia

If applicable, each Applicant shall also provide additional details of all of its geothermal development experience in Indonesia, including the current status of each geothermal development. Although geothermal development experience in Indonesia is not included as a MER, this information will be an important aspect of the subsequent Reconfirmation Stage. In the case of a Consortium, only the Lead Developer is required to provide its geothermal development experience in Indonesia.

5.3 Notices of Pre-Qualification (“NPQ”) and Surat Keterangan Terdaftar (“SKT GDE”)

GDE will issue an NPQ and *Surat Keterangan Terdaftar* (“SKT GDE”) in writing to applicants which pass all MERs (“Qualified Applicants”). The NPQ and SKT GDE will be issued before the scheduled date for the Reconfirmation Substage and RFP Stage.

Qualified Applicants with SKT GDE will be listed in GDE’s DPT. Only Qualified Applicants receiving an NPQ and SKT GDE will be invited to participate in the Reconfirmation Substage and RFP Stage.

Upon receiving the NPQ, Qualified Applicants will be requested to submit several additional documents regarding their general information about Administration, Competency & Work Experience, and Audited Financial Report to <https://eproc.geodipa.co.id/> for further approval by GDE as a requirement for the SKT GDE issuance. The full list of additional documents to be submitted will be provided in the link above.

The issuance of this RFQ will not oblige GDE to enter into any arrangement or agreement or impose any liability on GDE or its Advisors other than obligations that may be inherent in any Project Agreements for a geothermal project or the Geothermal Project if and when executed.

5.4 Return of Data

Neither GDE nor any of its Advisors shall be under any obligation to return any SOQ or data attached to an SOQ that are submitted by any Applicant.

5.5 Reimbursement

Applicants are responsible for their own costs. Neither GDE nor any of its Advisors shall reimburse any Applicant for any cost or expense incurred in preparing its SOQ or otherwise associated with the Partner Selection Process.

5.6 Disqualification

GDE may, at its sole discretion, reject an Applicant’s SOQ for any reason, including, inter alia, the following:

- Failure to submit a complete SOQ by the SOQ Submission Date;
- Failure by an Applicant to submit its SOQ in the prescribed format;
- Misrepresentation;
- Failure, upon reasonable request by GDE, to disclose additional information in support of the Applicant’s submission;
- Determination by GDE that the Applicant will be unable to fulfill the requirements of the Project for whatever reason;

- Any legal action or provisions which prevent, or have previously prevented, the Applicant from doing business in Indonesia for any reason whatsoever;
- Entering into an agreement or the existence of an agreement with another party that contains a negative covenant specifically prohibits the Applicant from acting as a Project Sponsor, violation of which could result in a breach of contract;
- A record of materially unsatisfactory past performance or gross negligence by the Applicant or its Affiliate;
- The existence of overdue debts related to, for example, imposts on revenue, taxes, royalties, retributions, insurance or customs payments to authorities in Indonesia or to the relevant authorities in the country of incorporation of the Applicant; or of any liens on the Applicants assets
- Any record of civil or criminal cases pending or unresolved against the Applicant; and
- The Applicant in, or about to enter into, receivership or bankruptcy, court ordered restructuring, liquidation or similar proceedings.

5.7 Evaluation Process

Each SOQ submission will be evaluated using a pass/fail methodology based on the MER defined in Section 5.2 above.

5.8 Subsequent Stages

5.8.1 Reconfirmation Substage

Following the completion of the General Pre-Qualification Substage, a Reconfirmation Document will be issued to Qualified Applicants that receive NPQ and SKT GDE.

The Reconfirmation Document will provide further information about the potential Geothermal Project to be developed, including the updated financial strength, financing experience and technical experience requirements with which Qualified Applicants will be required to comply. GDE always reserves the right to modify and customize requirements of potential equity partners to be consistent with the perceived needs of the Project.

Qualified Applicants will be required to provide reconfirmation to GDE on their intention to participate in the RFP Stage of the Project. GDE shall only issue the RFP to Qualified Applicants that have reconfirmed their interest. For avoidance of doubt, it is optional for Qualified Applicants to participate in subsequent Request for Proposals (“RFP”) Stages.

If a Qualified Applicant did not submit a signed Confidentiality Letter as part of their SOQ submission, the Qualified Applicant will be required to submit a signed Confidentiality Letter before receiving the Reconfirmation Document.

5.8.2 Request for Proposals (“RFP”) Stage

Following the completion of the Pre-Qualification Stage, an RFP document specific to the potential Geothermal Project(s) under consideration will be issued to Qualified Applicants. The RFP document may include, inter alia, the following information:

- Instructions to Bidders;
- Draft Cooperation Agreement; and
- Technical, Financial and Legal Formsheets.

Within the Instructions to Bidders section of the RFP document, GDE will outline in detail the documentation required to be submitted by Bidders.

As the first Geothermal Project that GDE will develop through an equity partnership is expected to be Project Sikidang, the first Reconfirmation Document and RFP document will be framed around cooperative delivery of Project Sikidang.

APPENDIX I – Upcoming Project Pipeline in Dieng Area

The development of geothermal energy in Dieng involves two main activities: exploration and exploitation. The Dieng geothermal concession area, which has contracted generation capacity of up to 400 MW, encompasses three geologic terrains: the Sileri, Sikidang, and Pakuwaja areas.

GDE's comprehensive Dieng development plan contains the plan for expansion of Dieng generation capacity through the development of power plant Dieng Units 2 through 8, as seen on Figure 1. Dieng Unit 1 to Unit 5 are located in the Sileri area, with each unit forecasted to have generation capacity of 55 MW. The plan also covers the development of Dieng Unit 6 and Unit 7, which are located in the Sikidang area, and have a forecasted combined capacity of 90 MW.

In order to achieve GDE's total 400 MW capacity commitment, an eighth unit (i.e., Dieng Unit 8) will need to be developed with target capacity of 35 MW. This will require additional exploration or data acquisition within the concession area, most likely in the Pakuwaja Area in the southeast quadrant of the block.

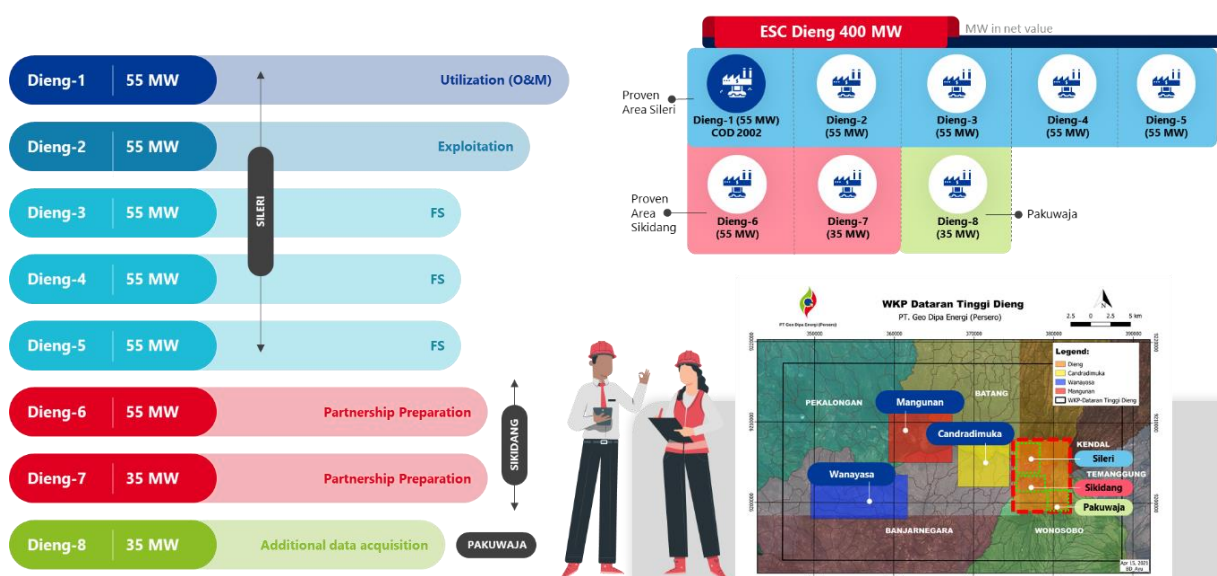
The initial production period of each unit will last for thirty (30) years, subject to further extension as may be negotiated under the ESC.

The development of Dieng Unit 1 to Unit 5 at the Sileri Area and Dieng Unit 6 and Unit 7 at the Sikidang Area are aimed to proceed concurrently, as current reservoir analysis indicates that the Sileri and Sikidang areas have unconnected reservoirs, suggesting that drilling may occur concurrently in the two areas without any adverse impact on either.

GDE is considering taking on equity partnerships for the development of some of these projects and Project Sikidang (comprising Dieng Unit 6 and Unit 7) is expected to be the first Geothermal Project that GDE will develop with an equity partner. Hence, the current Partner Selection Process is designed to find a capable equity partner to develop, finance, build, operate and maintain Dieng Unit 6 and Unit 7 in cooperation with GDE.

Project Sikidang will be structured in accordance with applicable regulations and under the auspices of the existing ESC, and will indicatively be developed on a BOOT basis (unless determined otherwise at any subsequent stage of the Partner Selection Process at the discretion of GDE).

Figure 1: Dieng General Development Pipeline



APPENDIX II – Submission Requirements

Applicants are required to complete the requisite documents described in this RFQ and submit their SOQ in the form of electronic copies (as attachments via email).

Applicants are required to submit the documents outlined below:

Table 5: Requisite Documents Checklist

Requisite Documents	If Applicant is Single Business Entity	If Applicant is Consortium	
		Lead Developer	Consortium Member
1. Submission Letter (including all attachment requirements set out in Section 4.3.ii)	✓	✓	✓
2. Pre-Qualification Form I: Corporate Information	✓	✓	✓
3. Pre-Qualification Form II: Financial Strength	✓	✓	✓
4. Pre-Qualification Form III: Experience in Financing Power Generation Projects	✓	✓	
5. Pre-Qualification Form IV: Technical Capability in Geothermal Projects	✓	✓	
6. Pre-Qualification Form V: Geothermal Development Experience in Indonesia	✓	✓	
7. Confidentiality Letter	Optional	Optional	Optional
8. Integrity Pact	✓	✓	✓

APPENDIX III – Form of the Submission Letter

Submission Letter

<i>Name of Applicant:</i>	
<i>Is Applicant applying as a Consortium (Yes/No):</i>	
<i>If yes, please provide name of Consortium:</i>	
<i>Name of Lead Developer included in Submission (only applicable for Consortium):</i>	
<i>Name of Consortium Member included in Submission (only applicable for Consortium):</i>	
<i>Indicative equity stake of Applicant in the JVE (only applicable for Consortium):</i>	
<i>Applicant's role in the Consortium (only applicable for Consortium):</i>	
<i>Correspondence Address of Applicant:</i>	
<i>Telephone Number:</i>	<i>Authorized Representative:</i>
<i>Facsimile Number:</i>	<i>Email:</i>
<i>Conflict of Interest (Yes/No):</i>	
<i>If yes, please explain:</i>	

1. The undersigned duly authorized to represent (the Applicant), hereby submits our Statement of Qualification ("SOQ") for equity partner selection for geothermal developments at Dieng conducted by PT Geo Dipa Energi ("GDE").
2. I hereby authorize GDE and/or its appointed Representatives to conduct inquiries or investigations, as necessary, to verify the statements, documents, and information submitted in connection with this proposal.
3. I hereby warrant that all the data submitted in support of this Proposal represent true statements to the best of our knowledge and are in compliance with Legal Requirements.
4. I hereby nominate to be our Authorized Representative for all matters relating to this

SOQ and subsequent processes.

5. The undersigned confirms and agrees that this SOQ is submitted in the full understanding that:
 - a. The SOQ will be subject to verification;
 - b. GDE or its representatives are not be responsible for any errors, omissions or misunderstandings on the part of the undersigned, regardless of their cause and origin, in preparation of this SOQ.
6. The undersigned irrevocably grants GDE the right to:
 - a. verify the qualification of the Applicant to submit a proposal and potentially to engage in the Project;
 - b. amend the scope of the RFQ;
 - c. reject or accept the SOQ, or to seek further clarification;
 - d. delay or not continue the Partner Selection Process.
7. the Applicant hereby acknowledges that it may be subject to Blacklisting by GDE if: (i) the Applicant unilaterally withdraws from this Partner Selection Process (except where the withdrawal is caused by changes to the requirements issued by GDE) without prior consultation with GDE; and/or (ii) the Applicant adds, replaces, reduces, substitutes, modifies, or withdraws significant portions of its SOQ after submission (except where the withdrawal or modification is caused by changes to the requirements issued by GDE or is otherwise authorised by GDE); and/or (iii) the Applicant is shown to have misrepresented itself in its SOQ.
8. I hereby affirm that:
 - a. the information submitted in this SOQ is complete, correct, and accurate to the best of my knowledge;
 - b. all corporate approvals required by my company's articles of association have been obtained and documented to allow me to submit this SOQ, and that such documentation is available for viewing if required;
 - c. the SOQ is submitted in the name of, or as applicable on behalf of, an authorized representative of the company;
 - d. I understand and accept the terms of the RFQ;
 - e. I confirm that our participation in the selection process is based on a corporate assessment of the applicable regulations and rules related to it, and we will not seek any form of regulatory confirmation and/or clarification and/or confirmatory statement from GDE and/or its Affiliate with regard to the Partner Selection Process; and
 - f. I confirm that during the five (5) years preceding the date of this submission, we have not been engaged in litigation, ongoing or otherwise, or any other form of dispute with GDE and/or any instrumentality of the Government of Indonesia.
9. I further certify that:
 - a. I or the company I represent are not suspended or Blacklisted by GDE, or any other Government Instrumentality for any reason whatsoever;
 - b. we have not entered into any agreement with another party that contains a negative covenant specifically prohibiting [Company Name] from acting as Project Sponsor, violation of which could result in a breach of contract;
 - c. we do not have any record of gross negligence or materially unsatisfactory past performance with GDE or any other instrumentality of the Government of Indonesia, including but not limited to any breach in a procurement or similar assignment process (for example revocation of or failure to honor a letter of intent, failure to properly execute a contract, unauthorised termination

of contract, breach of good business ethics or practices, breach of law), or any other breach of contract, contract delay, unauthorised deployment of foreign unskilled labour, use of defective materials or defective workmanship;

- d. we are not in default on any form of debt whatsoever held by any party within or outside of Indonesia;
- e. there are no liens in place covering any of our assets or any other constraints on our capacity to operate and trade freely;
- f. we do not have any outstanding civil or criminal cases pending against [Company Name] related to any non-payment of tax, duty, customs, or other financial or non-financial obligation or gross negligence or other failure(s) to perform contractually to GDE or any Government Instrumentality in Indonesia or any other jurisdiction; and
- g. we are not in bankruptcy, restructuring, liquidation, court receivership or similar proceedings, and have not been thus for the previous five years;
- h. Unless otherwise defined in this letter, any capitalized term used in this letter shall have the same meaning given to it in the RFQ.

The undersigned declares that the statements made herein are complete, true, and correct in every detail to the best of their knowledge at the time of signing this letter and submitting the attached SOQ.

Perwakilan yang Sah/ *Authorized Representative*

Duty Stamp/Company
Stamp and Signatory

Tanda tangan dan cap dinotariskan/ *Notarized signature and seal*

APPENDIX IV – Pre-Qualification Forms

Five (5) Pre-Qualification Forms are provided and are required to be submitted as part of any SOQ. They are summarised below:

Pre-Qualification Form I: Corporate Information

Applicant Name: [Applicant Name]

Applicant to fill in Corporate Information details below. Applicant to also fill in the Parent Company information below if Applicant is leveraging Parent Company support to fulfil the requirements as set out in the Section 5.2 of this RFQ.

Table 6: Corporate Information (Applicant and Parent Company, as applicable)

Information Requirement	Applicant	Parent Company
I. Contact Information		
1. Company Name		
2. Contact Details		
(i) Primary Contact Person		
(ii) Address		
(iii) Telephone Number		
(iv) Fax Number		
(v) E-mail Address		
(vi) Company Website		
3. (If Applicable) Name of Company in Indonesia / Region		
II. Summary Corporate Information		
1. Principal Shareholders. If a publicly listed company, the names of the five largest shareholders.		
2. Year and Place of Incorporation / Formation		
3. Business Activities / Sectors Involved in		
4. Number of Years Operating		
5. Number of years operating in power sector		

Pre-Qualification Form II: Financial Capability**Applicant Name: [Applicant Name]**

Applicant to fill in the Parent Company information below if Applicant leverages Parent Company's support to fulfil the requirements as set out in the Section 5.2.1 of this RFQ.

[Company Name of Applicant, or member thereof]*Table 7: Financial Strength*

Information Requirement	[Applicant / Parent Company]		
	FY 2023	FY 2022	FY 2021
Audited Financial Statements (USD) ¹			
1. Local Currency and Exchange Rate Used ²			
2. Net Worth			
(i) Total Assets			
(ii) Intangible Assets			
(iii) Total Liabilities			
(iv) Current Assets minus Current Liabilities			
(v) Net Worth (as defined in the RFQ) ³			

Notes: The latest three financial years Audited Financial Statements; if Audited Financial Statement for FY 2023 is not available as of the date of submission, Applicant can replace with Audited Financial Statements for FY 2022, 2021 and 2020. Unaudited financial statements may be submitted, notably for FY 2023, but they must be authorised and signed by the Chair of the Applicant company and its Board of Directors

1. Audited Financial Statements for the last three (3) years are requested from the Applicant's jurisdiction of incorporation
2. If Audited Financial Statements are in local currency, they must be converted from local currency to USD using the average exchange rate from the relevant financial year.
3. Net worth shall be calculated according to the following formula:
 - a. Net Worth = Total Assets – Intangible Assets – Total Liabilities

Pre-Qualification Form III: Experience in Financing Power Generation Projects**Applicant Name: [Applicant Name]**

Applicant to provide the required details of power generation projects financed and closed in the last ten (10) years that satisfy the criteria in Section 5.2.2 of this RFQ.

Applicant should replicate the table below if providing more than one power sector financing experience/case study.

Table 8: Financing Experience in Power Generation Projects

No	Information	Data Entry
1.	Project Name	
2.	Financial Close Date ¹	
3.	Location	
4.	Project offtake arrangement (e.g. short/long-term PPA, wholesale market, etc.)	
5.	Installed Capacity (MW)	
6.	Main Technology ²	
7.	Project Type ³	
8.	Name of Developer/Borrower and relation to Applicant/Parent Company	
9.	Equity Stake in the Project	
10.	Project Cost (USDm) ⁴	
11.	Amount of Debt Financing (USDm) ⁴ and D/E ratio	
12.	Name and Nature of Lender(s)	
13.	Instrument of Debt Financing ⁵	
14.	Lead Arranger(s) of Debt Financing	
15.	Source(s) and Total Amount of Entity's Equity Financing	

1. Each credential submitted shall have achieved Financial Close in the last ten (10) years preceding the RFQ date.
2. e.g. Dry Steam, Single or Double Flash, Binary, Combined Cycle, or other (specify)
3. e.g. Upstream, Downstream, Integrated, BOO, BOOT, self-built, etc.
4. If amounts are in local currency, convert from local currency to USD using the exchange rate that was valid at the time of Financial Close and indicate the exchange rate that was used.
5. i.e. limited/non-recourse project financing, corporate debt, supplier credit facility, mezzanine, islamic financing including amount contributed, etc

Pre-Qualification Form IV: Technical Capability in Geothermal Power Projects**Applicant Name: [Applicant Name]**

Applicant to provide the required details of geothermal power projects commissioned in the last ten (10) years that satisfy the criteria in Section 5.2.3 of this RFQ.

Applicant to replicate the table below if providing more than one record of technical experience in Geothermal Power Generation projects.

Table 9: Technical Experience in Geothermal Projects

No	Information	Data Entry
1.	Project Name	
2.	COD ¹	
3.	Location	
4.	Project offtake arrangement (e.g. short/long-term PPA, wholesale market, etc.)	
5.	Upstream, Downstream or Integrated	
6.	Greenfield or Brownfield	
7.	Installed Capacity (MW) ²	
8.	Type of Geothermal Technology ³	
9.	Special Site Characteristics (e.g. geologic/geophysical/geochemical setting including factors such as seismicity, fluid composition, phase, abnormal pH, mineral deposition issues, NCG content, abnormal pressures)	
10.	Special Community, Social or Environmental Issues	
11.	Applicant's (or Parent Company's) Equity Shareholding in Project (%)	
12.	List of all Project participants with their equity share (in the case of an integrated project, their equity share in each portion/phase of the project) ⁴	

1. Each referenced project should have achieved commercial operations in the last ten (10) years.
2. Utility-scale (at least 10 MW);
3. E.g., State dry steam, single or double flash, binary, combined cycle or other (specify).
4. Applicant (or Parent Company) must demonstrate that it is the lead developer.

Pre-Qualification Form V: Geothermal Development Experience in Indonesia

Applicant to provide a list of geothermal development experience in Indonesia, as requested in Section 5.2.4 of this RFQ.

Table 10: Geothermal Development Experience in Indonesia

No	Project Name	Capacity (MW)	Location	Status/Stage ¹	Target/Realized COD

1. E.g., Feasibility Study, In Construction, In Operations

APPENDIX V – Confidentiality Letter

Surat Kerahasiaan

Tanggal
Kepada:

PT. Geo Dipa Energi (Persero) (**GDE**)
[*masukkan nama divisi GDE yang akan menerima surat ini*]

Gedung Aldevco Octagon, Lantai 2
Jl. Warung Jati Barat, No 75
Jakarta Selatan
Telp. (021) 7251234 / 7261122

Dengan Hormat,

Yang bertandatangan di bawah ini:

Nama Akhir : [**]
Nama Depan : [**]
Jabatan/ Kedudukan : [**]

bertindak sebagai perwakilan yang berwenang ("**Perwakilan yang Sah**") dari [konsorsium [*masukkan nama konsorsium*] Konsorsium]/[*masukkan nama perusahaan jika tidak berpartisipasi dengan konsorsium*], suatu perusahaan yang didirikan berdasarkan hukum negara [**] dan memiliki kantor terdaftar di [**].

Untuk tujuan Perjanjian ini, "**Informasi Rahasia**" berarti setiap informasi dalam bentuk apapun, baik secara tertulis, lisan atau dalam bentuk lainnya, yang berkaitan dengan setiap kerjasama pengembangan proyek panas bumi dengan GDE (baik bersifat komersial, keuangan, teknis, operasional, manajerial, hukum atau lainnya), dibuat tersedia oleh GDE atau perwakilannya, dalam bentuk apapun (terlepas dari sarana yang digunakan, termasuk tetapi tidak terbatas pada yang secara tertulis atau lisan atau dalam bentuk visual atau elektronik atau dalam bentuk magnetik atau digital atau bentuk lainnya) dan baik secara langsung atau tidak langsung dari, atau berdasarkan diskusi dengan GDE, yang bukan untuk publik, yang ditandai sebagai rahasia, atau yang dianggap sebagai rahasia bagi GDE. Keberadaan isi surat ini, isinya dan perihalnya serta bantuan teknis dan setiap pertukaran berkaitan dengan hal tersebut di atas juga harus dianggap sebagai "**Informasi Rahasia**".

Sehubungan dengan tahap Rekonfirmasi ("**Rekonfirmasi**") dan tahap lanjutan berupa Rencana Kerja dan Syarat untuk berpartisipasi dalam Pemilihan Mitra Pembangkit Listrik Tenaga

Confidentiality Letter

Date:
To:

PT. Geo Dipa Energi (Persero) (**GDE**)
[*insert the division of GDE to whom this letter will be addressed*]

Gedung Aldevco Octagon, Lantai 2
Jl. Warung Jati Barat, No 75
Jakarta Selatan
Telp. (021) 7251234 / 7261122

Dear Sirs,

The undersigned:

Last Name : [**]
First Name : [**]
Title/ Position : [**]

acting as the authorized representative ("**Authorized Representative**") of [the [*insert name of consortium*] Consortium]/[*insert company name if not participating through consortium*], a company incorporated under the laws of [**] and having its registered office at [**].

For the purposes of this Agreement, "**Confidential Information**" means any information of whatever nature, whether in writing, verbal or in any other form, relating to the development of any geothermal energy projects in partnership with GDE (whether commercial, financial, technical, operational, managerial, legal, or others), made available by GDE or its representatives, in any form (regardless of the medium in which its contained, including but not limited to written or oral or in a visual or an electronic form or in a magnetic or digital form or any other form) and whether directly or indirectly from, or pursuant to discussions with GDE, which is not public, which is marked confidential, or which otherwise might reasonably be regarded as confidential to GDE. The existence of this letter, its contents and subject matter as well as the technical assistance and any exchanges in relation thereto shall also be deemed to be "**Confidential Information**".

In consideration of the Reconfirmation stage ("**Reconfirmation**") and the subsequent Request for Proposal to Participate in the Selection of Partners for Dieng Geothermal Power Plant with PT

Panas Bumi Dieng dengan PT Geo Dipa Energi (“**RKS**”), kami dengan ini setuju dan berjanji sebagai berikut:

Geo Dipa Energi (“**RFP**”), we hereby agree and undertake as follows:

1. Kami mengakui dan setuju bahwa Informasi Rahasia bersifat rahasia dan personal kepada kami.
 2. Kami akan (a) menjaga kerahasiaan dan tidak akan mengungkapkan kepada orang atau badan apa pun, segala bagian, semua konten, fakta dan/atau informasi sehubungan dengan Informasi Rahasia, termasuk dokumen yang dihasilkan dari Informasi Rahasia, (b) melindungi terhadap pengungkapan atau penggunaan Informasi Rahasia yang tidak sah dan (c) tidak mereproduksi, mendistribusikan, mengungkapkan atau menyediakan Informasi Rahasia, secara keseluruhan atau sebagian, kepada pihak lain, tanpa persetujuan tertulis terlebih dahulu dari GDE.
 3. Terlepas dari ketentuan Pasal 4 di bawah dan/atau kecuali diwajibkan oleh hukum dan peraturan perundang-undangan yang berlaku, atau badan peradilan, pemerintah, atau badan pengawas yang diberi kewenangan oleh hukum, kami dengan ini setuju untuk memperlakukan setiap dan semua Informasi Rahasia sebagai rahasia dan bahwa kami tidak akan mengungkapkan Informasi Rahasia apa pun kepada pihak mana pun tanpa persetujuan tertulis terlebih dahulu dari GDE.
 4. Jika kami memberikan bagian manapun dari Informasi Rahasia kepada: (i) penasihat kami untuk membantu kami dalam mengevaluasi atau mengajukan formulir Rekonfirmasi dan Dokumen Penawaran berdasarkan RKS atau pelaksanaan dari setiap kerjasama pengembangan proyek panas bumi dengan GDE, atau (ii) kepada institusi keuangan mana pun dalam rangka mengajukan atau menyiapkan formulir Rekonfirmasi dan Dokumen Penawaran berdasarkan RKS atau pelaksanaan dari setiap kerjasama pengembangan proyek panas bumi dengan GDE, atau (iii) pihak ketiga mana pun yang tugasnya secara wajar memerlukan pengungkapan tersebut untuk membantu kami dalam formulir Rekonfirmasi dan Dokumen Penawaran berdasarkan RKS, atau pelaksanaan dari setiap kerjasama pengembangan proyek panas bumi dengan GDE, maka kami akan memastikan bahwa pihak ketiga yang menerima Informasi Rahasia tersebut wajib patuh dan tunduk
1. We acknowledge and agree that the Confidential Information is of a strictly confidential nature and personal to us
 2. We shall, (a) keep confidential and shall not disclose, to any person or entity, any part, any content, fact and/or all information in relation to the Confidential Information, including the documents produced from the Confidential Information, (b) guard against unauthorised disclosure or use of the Confidential Information, and (c) not, reproduce, distribute, disclose or supply the Confidential Information, in whole or in part, to other parties, without a prior written consent from GDE.
 3. Notwithstanding Clause 4 below and/or unless required by prevailing laws and regulations, or by a judicial, regulatory or supervisory body authorized by law, we hereby agree to treat any and all Confidential Information as confidential and that we will not reveal any Confidential Information to any person without the prior written consent from GDE.
 4. If we provide any part of the Confidential Information to: (i) our advisors to assist us in the evaluation or submission of the Reconfirmation form and Proposal based on the RFP or implementation of any geothermal energy development projects in partnership with GDE, or (ii) any financial institutions in relation to submission or preparation of the Reconfirmation form and Proposal based on the RFP or implementation of any geothermal energy development projects in partnership with GDE, or (iii) any third parties whose duties reasonably require such disclosure to assist us in the Reconfirmation form and Proposal based on the RFP, or implementation of any geothermal energy development projects in partnership with GDE, we shall ensure that such third party receiving the Confidential Information shall also comply and be subject to the terms of this Confidentiality Letter, and any breach to the third party on such confidentiality provisions shall be deemed as our breach

pada ketentuan-ketentuan dalam Surat Kerahasiaan ini, dan segala pelanggaran oleh pihak ketiga atas ketentuan kerahasiaan ini akan dianggap sebagai pelanggaran kami atas Surat Kerahasiaan ini.

5. Kami setuju bahwa jika ada pelanggaran ketentuan-ketentuan dalam Surat Kerahasiaan ini: (a) GDE berhak mendiskualifikasi formulir Rekonfirmasi Pemohon, dan/atau Dokumen Penawaran Peserta Lelang dan/atau pencairan Jaminan Penawaran Peserta Lelang oleh GDE, (b) kami akan membebaskan GDE dari setiap klaim, tindakan, biaya, kerusakan (baik secara langsung maupun tidak langsung), kerugian, tuntutan, biaya dan kewajiban, termasuk biaya pengadilan dan biaya hukum yang wajar, yang terkait atau timbul dari atau sehubungan dengan pelanggaran kami atas ketentuan-ketentuan dalam Surat Kerahasiaan, dan (c) GDE berhak untuk mempertahankan dan membela hak-hak yang diberikan kepadanya atau dapat berlaku padanya berdasarkan hukum dan peraturan perundang-undangan yang relevan.
6. Dalam hal pengunduran diri, penolakan, dan/atau diskualifikasi kami dari tahap Rekonfirmasi dan/atau RKS, kami akan mengembalikan atau menghancurkan Informasi Rahasia dan setiap salinannya dalam waktu 5 (lima) hari kerja sejak pengunduran diri, penolakan, dan/atau diskualifikasi kami apabila pengembalian atau penghancuran tersebut tidak dilarang oleh hukum yang berlaku. Untuk keperluan Surat Kerahasiaan ini, hari kerja berarti hari dimana bank umum di Jakarta, Indonesia buka dan menjalankan kegiatan operasionalnya.
7. Dengan tunduk pada Undang-Undang No. 24 tahun 2009 tentang Bendera, Bahasa, Lambang Negara dan Lagu Kebangsaan ("**UU 24/2009**"), Surat Kerahasiaan ini ditandatangani dalam Bahasa Inggris dan Bahasa Indonesia. Dalam hal adanya inkonsistensi atau penafsiran yang berbeda antara versi Bahasa Indonesia dan versi Bahasa Inggris, versi Bahasa Indonesia dari Surat Kerahasiaan ini akan berlaku.

Dengan demikian, kami mengetahui dan setuju tidak akan melakukan tindakan manapun di bawah ini dalam forum manapun dalam yurisdiksi manapun dengan alasan apapun (termasuk atas dasar kegagalan oleh suatu pihak untuk

to this Confidentiality Letter.

5. We agree that if there is any breach of the terms of this Confidentiality Letter: (a) GDE is entitled to disqualify the Applicant's Reconfirmation form, and/or Bidder's Proposal and/or forfeiture of the Bidder's Proposal Security by GDE, (b) we will hold harmless GDE from any claims, actions, costs, damages (whether direct or indirect), losses, demands, expenses and liability, including court costs and reasonable legal fees, which are related to or arise out of or in connection with our breach of the terms under this Confidentiality Letter, and (c) GDE shall be entitled to preserve and defend its rights given to them or as may be applicable to them under the relevant laws and regulations.
6. In the event of our withdrawal, rejection, and/or disqualification from the Reconfirmation stage and/or RFP, we shall return or destroy the Confidential Information and copies within 5 (five) business days thereof if such return or destruction is not prohibited by any applicable law. For the purposes of this Confidentiality Letter, business days means the day on which commercial banks in Jakarta, Indonesia are open and carry out their operational activities.
7. In compliance with Indonesian Law No. 24 of 2009 on National Flag, Language, Coat of Arms and National Anthem ("**Law 24/2009**"), this Confidentiality Letter is signed in English and Indonesian language versions. If there is any inconsistency or different interpretation between the Indonesian language version and the English version, the Indonesian language version of this Confidentiality Letter shall prevail.

As such, we acknowledge and agree that we shall not conduct any of the actions below in any forum in any jurisdiction for whatever reason (including on the basis of any failure by a party to comply with Law 24/2009 and/or its respective implementing

mematuhi UU 24/2009 dan/atau peraturan pelaksanaannya (secara bersama-sama disebut, “**Undang-Undang Bahasa**”));

regulations (together, the “**Language Law**”));

- | | |
|---|---|
| <p>(a) menguji keabsahan dari, atau mengajukan atau menggugat keberatan atas Surat Kerahasiaan ini atau transaksi - transaksi yang dimaksud dalam Surat Kerahasiaan ini;</p> <p>(b) membela wanprestasi atau pelanggaran kewajibannya berdasarkan Surat Kerahasiaan ini;</p> <p>(c) menyatakan bahwa Surat Kerahasiaan ini bertentangan dengan kebijakan publik atau dengan cara lain tidak merupakan kewajiban hukum, sah dan mengikat, dapat diberlakukan terhadapnya sesuai dengan ketentuan-ketentuannya, atas dasar kegagalan untuk mematuhi Undang-Undang Bahasa;</p> <p>(d) membantu pihak ketiga lain dalam melakukan setiap tindakan yang disebutkan dalam butir (a) – (c) di atas; dan/atau</p> <p>(e) melakukan tindakan lain yang serupa dengan dan/atau memiliki efek yang serupa dengan tindakan yang disebutkan dalam butir (a) – (d) di atas.</p> <p>8. Kecuali didefinisikan lain dalam Surat Kerahasiaan ini, semua istilah kapital yang digunakan dalam Surat Kerahasiaan ini memiliki definisi yang sama dengan definisi istilah tersebut berdasarkan, dokumen Rekonfirmasi dan RKS.</p> <p>9. Surat Kerahasiaan ini akan berlaku dan mengikat sejak tanggal [**].</p> <p>10. Kami tidak akan bernegosiasi dengan atau menandatangani perjanjian dengan GDE sebagai akibat dari keterbukaan atas Informasi Rahasia berdasarkan Surat Kerahasiaan ini.</p> | <p>(a) challenge the validity of, or raise or file any objection to, this Confidentiality Letter or the transactions contemplated in this Confidentiality Letter;</p> <p>(b) defend its non-performance or breach of its obligations under this Confidentiality Letter;</p> <p>(c) allege that this Confidentiality Letter is against public policy or otherwise 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;</p> <p>(d) assist any other third party in performing any of the actions set out in point (a)-(c) above; and/or</p> <p>(e) perform any other actions which are similar to and/or have similar effect to the actions set out in point (a)-(d) above.</p> <p>8. Unless defined under this Confidentiality Letter, all capitalized terms used in this Confidentiality Letter shall have the same meaning given to them in the Reconfirmation document and RFP.</p> <p>9. This Confidentiality Letter shall take effect and be binding as of the date [**].</p> <p>10. We will not negotiate with or to enter into an agreement with GDE as a result of the disclosure of Confidential Information under this Confidentiality Letter.</p> |
|---|---|

Surat Kerahasiaan ini wajib mengikat atas, bagi keuntungan dari, dan diberlakukan oleh GDE, penerusnya dan pihak penerima pengalihannya; dan bagi kami, penerus kami dan pihak penerima pengalihan kami.

This Confidentiality Letter shall be binding upon, inure to the benefit of, and be enforceable by GDE, its successors and assignees; and by us, our successors and our assignees.

Surat Kerahasiaan ini dibuat dan ditandatangani di [**], pada tanggal sebagaimana disebutkan di atas,

This Confidentiality Letter is made and signed in [**], on the date as mentioned above, by the

oleh Perwakilan Yang Berwenang dari [**] yang
diberi kuasa untuk menandatangani Surat
Kerahasiaan ini untuk dan atas nama [**].

Authorised Representative of [**] who is duly
authorised to execute this Confidentiality Letter for
and on behalf of the [**].

Perwakilan yang Sah/ *Authorized Representative*

Duty Stamp/Company
Stamp and Signatory

Tanda tangan dan cap dinotariskan/ *Notarized
signature and seal/*

APPENDIX VI – Integrity Pact

Pakta Integritas

Kami,, sebagai Peserta Pra-Kualifikasi pada pengadaan, dengan ini menyatakan bahwa::

1. Selama proses pengadaan ini akan mengikuti dan melaksanakan proses pengadaan secara bersih, transparan, dan professional.
2. Pelaksanaan tahapan proses pengadaan barang dan jasa akan dilaksanakan dengan tunduk dan patuh terhadap Dokumen Pengadaan Barang dan Jasa, Pedoman Pengadaan Barang dan Jasa yang berlaku dilingkungan PT Geo Dipa Energi (Persero) No. PST.68-HDPRO-MAN-001, serta peraturan terkait lainnya yang berlaku.
3. Selama proses pengadaan ini tidak ada benturan kepentingan dan tidak akan melakukan praktek Kolusi, Korupsi, dan Nepotisme (KKN).
4. Pernyataan ini kami sampaikan dengan sebenar-benarnya dan dengan demikian kami bertanggung jawab sepenuhnya atas kebenaran dari hal-hal yang kami nyatakan disini, demikian pula bersedia bertanggung jawab, baik secara perdata maupun pidana, apabila pernyataan ini tidak sesuai dengan keadaan sebenarnya.
5. Demikian pernyataan ini kami buat di atas materai dan berkekuatan hukum untuk digunakan sebagaimana mestinya .

Integrity Pact

I,, as the Pre-Qualification participant of, hereby declare that::

1. Throughout this procurement process, I will participate and conduct the procurement process in a clean, transparent, and professional manner
2. The implementation of stages in the procurement process for goods and services will be carried out in compliance with and adherence to the procurement regulations stipulated in the Procurement Guideline of PT Geo Dipa Energi (Persero) No. PST.68-HDPRO-MAN-001 and other relevant regulations in force.
3. Throughout this procurement process, there is no conflict of interest, and I will not engage in Collusion, Corruption, and Nepotism practices.
4. This statement is made truthfully, and we are fully responsible for the accuracy of the matters stated herein. We are also willing to be held accountable, both civilly and criminally, if this statement does not correspond to the actual situation.
5. This statement is made on a stamp and has legal force for use as needed.

Perwakilan yang Sah/ *Authorized Representative*



Tanda tangan dan cap dinotariskan/ *Notarized signature and seal/*