

Khaskita.com

# **Request for Proposal KhaskitaMobile Project**

**Due Date : 8<sup>th</sup> February 2017**

**RFP #17-Khaskita-M01**

*Information contained in this document is proprietary. You have been provided a copy for the sole purpose of preparing a proposal.*

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# Section 1: Background

## 1. Khaskita.com Group

PT. Disain Tayang 18, has been in business for 7 years, is a start-up company that build based on rich content and community basis. Khaskita.com is the brand equity, owned and registered to PT. Disain Tayang 18. Khaskita.com and KhaskitaMobile terms are also refer to PT. Disain Tayang 18 as the rightfully owner of the brand and website portal of Khaskita.com.

## 2. Khaskita.com

Khaskita.com's core activities are publishing articles, event scheduler, forum and store for books and merchandise goods through the existing portal, i.e. www.khaskita.com

Khaskita.com currently planned to implement a mobile application solution that will be used to give community service through channel which can be accessed by customer anywhere and anytime. This service is expected to increase Khaskita's unique selling propositions in which will make customers more loyal, since it will provide other alternatives services, and enable company to engage deeper to customer by offering the services as a hook, cross sell and retainer tools.

## 3. High-Level Objective

"KhaskitaMobile" is Khaskita.com's working name for the launch of full-featured community platform and alerts services to its consumer. KhaskitaMobile is a program that encompasses the design and delivery of the IT and services platform to support the portal services, similar functionality with the Khaskita.com portal with a more interactive feature.

This RFP is primarily focused upon the basic feature for KhaskitaMobile, the IT and services platforms, provisioning, usage and reporting, customer application and related systems.

The of the project is separated roughly into two phases:

### Phase 1:

Design the UI – UX (User Interaction & User Experiences). The vendor is expected to provide fundamental architecture for applications, GUI design and infrastructure, as well as systems and processes to accommodate customer GUI design and application interaction in the mobile apps, both for IOS and Android Users.

### Phase 2:

The highest priority on this phase is completeness of the functional and application development.

For the purposes of this RFP, bidders should fashion a solution and provide a price quote for the mobile portal application and consider Phase 1 to be in the scope of the business arrangement.

## 4. Business Processes, Growth and KPIs

KhaskitaMobile should provide the functions, as described later in this document. However, the business processes for are being designed with both an "end-to-end" perspective, as well as a

sensitivity to KHASKITAMOBILE's current customer segments, and future segmentation, acquisition and customer growth goals.

KHASKITAMOBILE's primary segments are Indonesian People who interested in cultural, art culinary and travelling all around Indonesia. Although the KHASKITAMOBILE focus is to expand its core differentiated market segments and acquire more people whom interested in cultural, art and historical books, such as students.

KhaskitaMobile is therein expected to accommodate minimally 10.000 and up to 100.000 customers in the planned growth period (one-year planning model), with likely an average transaction rate of 5-10 KhaskitaMobile transactions carried out per day.

## Section 2: RFP Schedule

### 2.1 RFP Condition

In the issuing of this RFP, there is no implied obligation for KHASKITAMOBILE to procure any of the systems being proposed. KHASKITAMOBILE requests the Potential Supplier (herein referred to as "Supplier" or "Suppliers" for convenience) to propose the best systems, applications or practices that are applicable to KHASKITAMOBILE, based on the products to be supported.

Any statement made by Suppliers in their proposals concerning equipment, software, performance and costs will be considered to form part of any contract, which may be entered into in the event that Khaskita.com Indonesia places an order with your firm.

Suppliers should respond on the basis of being appointed with responsibility for the success of the project overall. Any limitations of responsibility, which Suppliers wish to negotiate, should be clearly stated.

This RFP is issued on the understanding that Suppliers will not charge for making their proposals, or for arranging and conducting reference site visits and demonstrations.

Suppliers must be prepared to:

- Answer any ad-hoc questions on their proposal and provide additional information when requested.
- Make a formal presentation of their proposal.
- Explain the system architecture of the proposed system
- Give demonstrations of their proposed system (similar to or portfolio of mobile apps that have been developed in the last 2 years).

### 2. RFP Accuracy

This RFP may include unintended errors. Should a Bidder discover any material discrepancy or omission in this RFP, the Bidder must notify KHASKITAMOBILE within 2 (two) working days of receipt of the RFP with a request for clarification. The Bidder must cite the specific paragraph in question. The Bidder is expected to examine the RFP requirements and instructions carefully. Calculation errors and any other errors shall be at the Bidder's risk. In the event of a Bidder's error in cost, time or other calculations, quoted items shall prevail if the discrepancy is not corrected prior to the due date.

### 3. Project Timeline Requirement

The project will start on February 15<sup>th</sup>, 2017 with the target live date for pilot for KHASKITAMOBILE employees (and optionally chosen, preferred customers) on March 15<sup>th</sup>, 2017. Solution will be launched to customers during the month of March 2017.

### 4. RFP Activities Schedule

Proposed activities schedule for the KHASKITAMOBILE KhaskitaMobile project are as follows:

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<b>TASK</b>	<b>COMPLETION DATE</b>
1. RFP issued to selected bidders	February 1 <sup>st</sup> , 2017
2. Proposals due	February 8 <sup>th</sup> , 2017
3. Bidder Presentation (incl. Live Demo)	February 10 <sup>th</sup> , 2017
4. Negotiation	February 14 <sup>th</sup> , 2017
5. Final Selection	February 15 <sup>th</sup> , 2017
6. Purchase Order	February 16 <sup>th</sup> , 2017

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## **5. Delivery Instructions**

Please send one (1) original copy of your completed Proposal to the address below. Your Proposal must be received by Khaskita.com by 17:00, Wednesday February 8<sup>th</sup>, 2017 in an electronic copy to: David Fariyaldi ([davidf@akutahu.com](mailto:davidf@akutahu.com)).

It is the bidder's responsibility to deliver their proposal on, or before this deadline. Proposals received after the time specified will be considered late and may be disqualified at PT. Disain Tayang 18 discretion.

## **6. RFP Questions**

Questions or clarifications about this document should be directed to [davidf@akutahu.com](mailto:davidf@akutahu.com) and [rikkisd@akutahu.com](mailto:rikkisd@akutahu.com) who will forward them to the relevant member of the selection committee for review. Questions must be submitted in e-mail, responses will be copied to all Suppliers issued with this document.

## **7. RFP Postponement**

KHASKITAMOBILE reserves the right to postpone the date and time announced for receipt of proposals. Such postponement may be made at any time prior to the deadline for receipt of proposals by giving telephone notice of such postponement followed by written notice thereof. Furthermore, the Company reserves the right to change the RFP process in order to expedite discussions with a specific company.

## **8. Evaluation Criteria**

KHASKITAMOBILE is looking for a vendor with:

- a. Proven implementation in mobile application development (ios and android)
- b. Ability to Interface with existing Khaskita.com Portal core systems (Wordpress and Woocommerce)
- c. Cost-effective pricing structure
- d. Implementation timeline that meet KHASKITAMOBILE requirements

- e. High level of commitment and competency

Evaluation will be performed by KHASKITAMOBILE project team based on:

1. Review of the proposal
2. Review of the product and process presentation
3. Review the price and supporting commitment

It's very important that the Supplier can deliver the best practices that has been implemented and adapted by online online business in Indonesia.

## **9. Confidentiality**

This RFP and any related documents, information and discussions are to remain strictly confidential and must not be communicated to anyone not directly involved in the preparation of your proposal.

Further, you are forbidden in any way to inform third parties not involved in the issuing of the offer or the fact that Khaskita.com Indonesia has requested an offer and or to pass on any information issued by Khaskita.com in that connection. The information provided by you shall also be handled as confidential within the Khaskita.com organisation, whereby Khaskita.com shall retain the right to pass on said information to relevant persons within the Khaskita.com organisation or third party advisors, without informing the supplier hereof.

## **10. Standard Provisions**

Proposal submitted in response to this RFP should not be constructed as an obligation on the part of Khaskita.com to award a purchase order and/or contract. Proposals submitted in response to this RFP will be considered firm offers for a period of 90 (ninety) calendar days from bid close date. However, in the event Bidder reduces the price of any item or service provided in their initial bid responses, Bidder agrees to immediately pass these reductions on to Khaskita.com by submitting a revised proposal. Bidder warrants that prices provided in their proposal are no greater than prices being charged any other customer for similar items, quantities and schedules with similar specifications.

## **11. Term and Conditions**

### **Software License**

- Software license should be perpetual, i.e. no expiry date for the license
- Software license applicable to Backup, UAT and Development environment at no additional cost
- The Company is allowed to re-assign the license to a third party for the purpose of IT Outsourcing

### **Performance and Warranty**

- Warranty period is set at minimum 3 months, during which the Company does not have to pay any maintenance charge including Annual Maintenance Charge. Service Level for support during the warranty period is applicable.



- If the system fails to perform as per specification (both functional specification and non-functional specification such as performance/response time) as specified in the contract or in the response to RFP document, the Company is entitled to terminate the contract and obtain a full refund of all costs paid.

### **Maintenance**

- Annual Maintenance Fee will not exceed 15% per annum on the purchase price and with no price increase for 3 years.
- Annual Maintenance Fee will start only after the Warranty Period and payable quarterly in arrears.
- Annual Maintenance Fee payments will be withheld if the SLA is not met.

### **Payment**

- Price should be inclusive of VAT (PPN). In case of any withholding tax, vendor will receive only the net amount.
- Payments will be conditional upon the progress of the implementation. A retention/settling period is applicable for final payment whereby the payment will be done only if there is no major problem post the implementation.
- Payment term is 10 calendar days after the invoice is received by Khaskita.com.

### **Non-Disclosure Agreement**

- A Confidentiality Non-Disclosure Agreement (NDA) is required before a company may be considered for providing services to Khaskita.com. An NDA is attached as Appendix for Bidders review and the hardcopy will be available for immediate sign-off and returned as soon as possible to the Khaskita.com Project Manager. A new NDA is not required if your company is an existing Khaskita.com vendor and has a current, fully executed NDA on file with the Company.

### **Intellectual Property**

- All project deliverables that created specifically for Khaskita.com Indonesia shall belong and vest to Khaskita.com and/or PT. Disain Tayang 18.

# Section 3: RFP Format and Completion Instruction

## 1. Completion Instructions

Bidders are responsible for making a careful examination of the scope of this RFP and to comply with all terms and requirements. Bidder must supply concise answers to questions within this document. References to external documents or Web sites will not be considered. Failure to address any of the requirements in this RFP could subject the Bidder's proposal to rejection.

All bidder responses to this RFP become the property of Khaskita.com. We reserve the right to use any information in this proposal to Khaskita.com benefit.

The offer must be accompanied by a letter of offer, stating:

- Name and address of the offering party.
- Name, position and telephone number of the person entitled to make the offer, on behalf of the offering party.
- Name, position and telephone number of the person with whom contact should be made in respect of the content of this offer.
- Name and address of all proposed subcontractors.
- The offer must be signed by a signatory authorised by the offering party.

All documents submitted in response to this application must be clearly marked with a title and document number and the RFP number must be identified in your proposal, with all pages numbered consecutively, and stating a date of issue.

Khaskita.com reserves the right to issue revisions in writing to this RFP at any time prior to the closing date.

Responses should contain a point-by-point numbered item quoting the original paragraph number and have the appropriate response under it.

Responses should be delivered in the following electronic format:

- Microsoft Word for document proposal

## 2. Format Response

The RFP should be prepared according to the below presentation structure:

- Chapter I – Bidder Company Background
- Chapter II – Proposed Solution Recommendation
- Chapter III – Implementation Plan
- Chapter IV – Warranty & Customer Support
- Chapter V – References (similar project references)

- *Appendix I – Detailed Pricing Estimation*
- *Appendix II – Module Overview*
- *Appendix III – Hardware Proposal and Sizing Requirement*
- *Appendix IV – Implementation Plan*
- *Appendix V – Curriculum Vitae for Team Member*

### **3. Bidder Company Background**

Provide a brief overview and history of your company. Describe the organization of your company and include an organizational chart. Include specific data outlined below:

- Bidder Company name and address
- Contact name, title, address, email, phone
- Headquarter address (if different)
- Local sales address (if different)
- Years in business under this name
- Previous company name(s)
- Years in business under previous name(s)
- Ownership structure?
- Company licenses, Registration certificate and other licenses.
- Total number of employees?
- Number of on staff developers? (Local and Regional)
- Number of full time technical support staff? (Local and Regional)
- Number of professional services staff? (Local and Regional)
- Number of client(s) under the current portfolio? (Local and Regional)
- Long-term business strategy?
- List your five primary product offerings, ranked by contribution to revenue.

### **4. Proposed Solution Recommendation**

#### **Budgetary Pricing Estimate**

KHASKITAMOBILE has requested that the Supplier should provide detailed, line item pricing for all items included in the proposal in the spreadsheet. This should include a detailed item description, quantity required, list price, extended discounted price. The detailed cost in the Appendix should include but not limited the following items:

- a. Software licensing arrangements for all components being supplied under this RFP (if any).
- b. Integration and customization cost.
- c. Installation and Implementation cost.
- d. any travel or other costs should be identified separately.
- e. Annual maintenance costs should be identified as separate charges.
- f. Support services.

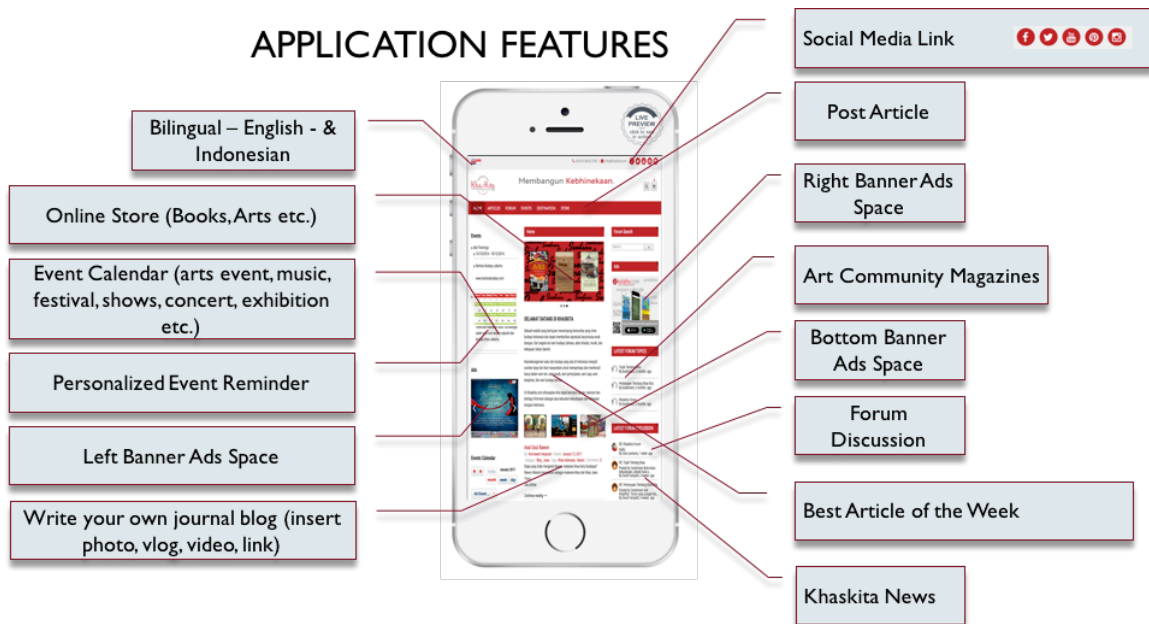
The Supplier is responsible for providing the quantities required to complete the project. These figures, once finalized, will be used throughout the duration of the project to value any changes in quantities or works, up or down

The prices indicated must appear in Indonesian Rupiah, excluding VAT. This price information must as far as possible be specified for each functional section of the offer.

KHASKITAMOBILE requires all design changes are notified and recorded before agreements and formal issue to the suppliers.

### Functionality Overview

Herein, please find the proposed functionality overview and requirements from KHASKITAMOBILE.



## KEY APPLICATION ADVANTAGES



- **Khaskita News /Art News** (5,000 – 30,000 News Feed from partners)
- **Personalized Event Reminder** (Every User can tag their favourite event and set reminder schedule through their mobiles or email).
- **Write your own Journal blog** (Write article in your mobile phone, with capabilities of capture photo, insert links and video recording). Format daily journal for traveller.
- **Art Community Magazines** (in cooperation with communities, where they will submit draft and we compile it into Monthly Magazine) – limited printing for advertiser.
- **Best Article of the Weeks** (Blog forum – where best writing; gets MAP voucher and potentially converted into book digital and printed)
- **Online Store** (600 > 2000 Books)

In addition, there are some specific functional requirements that are to be met by the Supplier:

### Functional Requirements

For the below system functional requirements Suppliers are required to explain:

- How the system can provide the below system functional requirements as an integrated solution.
- The system component dependencies, its functionality and capacity, if there is requirement for additional servers. The complete system module overview should be included in the Appendix.

**NOTE: These functional requirements are not in any prioritized order.**

<b>Requirement ID</b>	R1	<b>Priority</b>	Critical
<b>Requirement</b>	KhaskitaMobile – Registration Process		
<b>Requirement Details</b>			
<p>KhaskitaMobile registration process should be done after the user is download. They are required to submit their mobile phone number, name and email address.</p> <ul style="list-style-type: none"> <li>• Customer registration and PIN should be registered on a Khaskita.com Server.</li> <li>• Notification to be delivered to the Customer email address and / or mobile number. The notification also consists of information how to use the application (url to help file – how to use page), and email address of Contact Center for further question, etc.</li> <li>• Once the customer has downloaded and installed the application, the should register and registered new PIN number.</li> </ul>			

- Forgetting this customer-input PIN should be handled by requesting new password reset. The instruction will be sent through email. Incorrect email registration will require the customer to register new user ID in the form in the apps or website.

<b>Requirement ID</b>	R2	<b>Priority</b>	Critical
<b>Requirement</b>	Calendar		
<b>Requirement Details</b>			
<p>Calendar, as shown in the portal, is a list of cultural and art events. The user might have the functionality to search and select the event. Then the user will have the option to put the schedule into his schedule in the personal calendar. The system will record this information and in the backend the user will be mailed 1 week before, 1 day before and on the date of the event as a reminder to book or attend the event.</p>			

<b>Requirement ID</b>	R3	<b>Priority</b>	Critical
<b>Requirement</b>	Forum		
<b>Requirement Details</b>			
<p>KhaskitaMobile application require to have the capabilities to follow the forum, based on the id registered and login. To comment on each article or forum discussion.</p> <p>It can also set alert on the system, to notify the user if there is new reply on the forum to the email or application notification by ticking the mark [v] option &gt; [v] notify me if there is new response.</p>			

<b>Requirement ID</b>	R4	<b>Priority</b>	High
<b>Requirement</b>	Attractive Graphical User Interface		
<b>Requirement Details</b>			
<p>Without sacrifice performance of the application, attractive graphical user interface is required.</p>			

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<b>Requirement ID</b>	R5	<b>Priority</b>	High
<b>Requirement</b>	Article		
<b>Requirement Details</b>			
<p>The user can search and select the article for reading.</p> <p>The user can write and edit his own article as if they are working with wordpress engine in the portal.</p> <p>There is should be a simple but functional editor tool for article, took from facilities in the wordpress engine.</p>			

<b>Requirement ID</b>	R6	<b>Priority</b>	High
<b>Requirement</b>	Rating the article		
<b>Requirement Details</b>			
<p>User and back office user can rate the article.</p> <p>Best article from user's perspective, shown in the first page.</p>			

<b>Requirement ID</b>	R6	<b>Priority</b>	Critical
<b>Requirement</b>	eMagazine		
<b>Requirement Details</b>			
<p>There is a section for eMagazine list. User can download the magazine (pdf) version.</p>			

<b>Requirement ID</b>	R7	<b>Priority</b>	High
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<b>Requirement</b>	Store
<b>Requirement Details</b>	
<p>User can search, select and purchase the book.</p> <p>They can also sell something related to the art and cultural souvenir.</p> <p>Any product sold, should be approved by officer in the back office.</p>	

<b>Requirement ID</b>	R8	<b>Priority</b>	Critical
<b>Requirement</b>	KhaskitaMobile Customer Care		
<b>Requirement Details</b>			
<p>Generic information about us.</p> <p>Contact email and phone number.</p>			

## 6. Implementation Plan

### Overview

Provide a brief overview of your professional and integration services organization.

### Methodology and Tools

Include a description of your methodology, tools used to manage the project, change control procedures, project quality management and common communication methods.

### Implementation Plan

The project will start on February 16<sup>th</sup>, 2017 with the target live date for pilot for KHASKITAMOBILE employees (and optionally chosen, preferred customers) on March 15<sup>th</sup>, 2017. Solution will be launched to customers during the month of March 2017.

Please provide in the appendix of your response, a proposed implementation timeline that is both achievable and aggressive.

The proposed implementation plan should specify the following activities:

- system development and customization;
- site preparation;
- training;



- delivery of system/application;
- user procedures;
- data preparation/initialization;
- acceptance testing.

For each of the above activities, please show:

- the key tasks to be undertaken;
- total-man-day effort;
- total-man-day effort by type (e.g. project manager, analyst, programmer etc.) for: supplier staff and Khaskita.com staff;
- elapsed time;
- all major dependencies between activities.

Please outline any dependencies on third party suppliers e.g. for equipment supplies, and key dates for delivery. Detailed implementation plan in Microsoft Project should be included in the Appendix.

### **Project Organization**

Provide the following information:

- Describe reporting procedures you will adopt to report progress to Khaskita.com.
- Provide details on the timing and frequency of progress meetings.
- Describe any project planning and control methodologies/tools you intend to use.

### **Project Staffing**

Provide the following information:

- Outline the proposed team structure, including required Khaskita.com resources.
- Outline the project responsibilities of all team members.
- Where will the project team be located?
- What will the availability of team members be during the assignment, expressed as number of days per week throughout the course of the project.
- Bidders should specify detail qualification and professional man-days fee for each resource(s) that will involve in implementing the project.
- Please provide in the Appendix, biography of team leader and all key (qualified) dedicated employees to be assigned to the project.

## 7. Customer Support

### Documentation

The following documentation are required during and after the project execution:

- a. System Design / System Architecture Document: a brief document containing high level and medium level schematic diagram of the application with explanation of the modules features/functionalities.
- b. Interface Register: containing list of interface between modules and external interfaces, including API specification and connection to the wordpress server.
- c. Installation & Configuration Document: containing detailed information on environmental requirement (OS, DBMS, H/W) and step-by-step instruction for installing and configuring the OS, DBMS and the application system or software itself.
- d. Security Manual: containing security features of the system, step-by-step security setup including key management, user access setup.
- e. Backup Manual: containing system functionalities/features to support backup features on the server and backup server.
- f. Application Parameter Setup: containing explanation of the application system parameter and how to setup the parameter.
- g. Technical Operations Manual: containing instruction on how to operate the system from Data Centre Operation point of view; housekeeping activities; backup/restore tasks; troubleshooting guide.
- h. User Guide: containing details explanation on how to use the system from end-user point of view.
- i. Data Dictionary, a document that contains list of files in the databases, the names and types of each fields, a brief textual description of the field functionality, the relationships between tables, possible predefined values for each field / what values it may contains.

The Bidder should confirm in the proposal that the above system documentation requirement are available.

### Maintenance

Information should be provided for maintenance support, describing the maintenance activities that are covered.

## Support & Service Level Agreement

- Support coverage: available starting from Company's normal business hours until completion of end-of-day processing; during normal KhaskitaMobile working days.
  - Response time:

Severity	Response Time	Severity Explanation
1	Within 1 hour	The system is totally not operational
2	Within 4 hours	Serious impaired functionality
3	Within 12 hours	Part of the system is not available impacting system usability

Note: Response includes acknowledge of the problem and initial assessment.

- Fix time:

Nr.	Condition	Severity 1	Severity 2	Severity 3
1	Time to provide an acceptable workaround	3 hours	8 hours	N/A
2	Time to provide a fix	24 hours	5 calendar days	10 calendar days

## Section 4: References

The Bidder shall provide the following references information, i.e. List of current clients (2 to 5) and describe the Bidder experience in providing services similar to those described in this RFP

References must be willing to discuss the technical and performance aspects of the Bidder's installed solutions(s) with Khaskita.com. KHASKITAMOBILE may require a site visit prior to the contract execution if necessary, our project manager will arrange the communication and visit activities.

# Appendix I – Non Disclosure Agreement

## Confidentiality Letter

To:

Date: February 10<sup>th</sup> 2017

Dear Sir,

Re: KhaskitaMobile (“Project”)

In connection with the Project, we will disclose to you certain non-public information, comprising access to the KhaskitaMobile system, KhaskitaMobile application data and financial information related to the KhaskitaMobile solution process process and documents, to enable you to explore a business relationship with Khaskita.com to undertake the Project. All information (whether disclosed orally or in writing, including any copies thereof) in relation to the Project, including any information which has been disclosed to you in relation thereto prior to the date of this letter, is herein referred to as the “**Confidential Information**”.

The Confidential Information is provided to you for the sole purpose of your making an evaluation on the Project (“the **Permitted Purpose**”).

1. In consideration of our providing and/or disclosure of the Confidential Information to you, you hereby warrant and/or represent:
  - (a) to hold the Confidential Information in strict confidence and not to disclose or permit it to be made available to any person, firm or company (except to your directors, employees and professional advisers (the “**Disclosees**”) solely for the Permitted Purpose and then only on a need to know basis) without our prior written consent;
  - (b) only to use the Confidential Information for the Permitted Purpose and secure the Confidential Information in such a way as to prevent any unauthorised access by any third party;
  - (c) to ensure that each Disclosee is fully aware in advance of your obligations under this letter and that each such person has a copy of this letter and is in agreement in respect of the handling of the Confidential Information as meant by the terms of this letter;
  - (d) that upon written demand from us, either to return the Confidential Information and any copies of it or confirm to us in writing that, save as required by law or regulation, it has been destroyed. You shall disclose to us all reports, notes,

analyses, compilations, studies or other materials prepared by or on behalf of you or the Disclosees which incorporate Confidential Information (the “**Secondary Information**”), which Secondary Information is kept confidential, and that unless otherwise agreed by us in writing, the Secondary Information shall be destroyed at the time when you are required to destroy it or returned to us if so required by us together with the Confidential Information;

- (e) to keep confidential and not reveal to any person, firm or company (other than the Disclosees) the fact of your review of the affairs of the Company or that discussions or negotiations are taking place or have taken place between us in connection with your interest in the Project
  - (f) that you will not make copies of or reproduce in any form the Confidential Information except as necessary for the purpose of review by the Disclosees and that you shall make and maintain up-to-date written records of any copies so made and the location(s) of such copies;
  - (g) that we give no warranty nor make any representations as to the accuracy or otherwise of the Confidential Information, save as may subsequently be agreed and set out in a formal agreement signed by us, and you further acknowledge that the Confidential Information has not been the subject of verification exercises and that neither we, nor any of our advisers, subsidiaries, affiliates, agents, officers, or employees have any responsibility whatsoever for the accuracy or completeness in any respect concerning the Confidential Information.
2. Nothing in paragraphs 1(a) to (g) of this letter shall apply to any part of the Confidential Information:
- (a) which at the time of its disclosure is in the public domain;
  - (b) which after disclosure comes into the public domain for any reason except your failure, or failure on the part of any of the Disclosees, to comply with the terms of this letter;
  - (c) which was lawfully in your possession without the breach by any party of any confidentiality obligation prior to such disclosure.
3. You acknowledge that the disclosure of the Confidential Information shall not confer on you any rights over the Confidential Information whatsoever beyond those expressly set out in this letter.
4. You are acting in this matter as principal and not as agent or broker for any other persons.
5. Your obligations contained in this letter shall continue in effect notwithstanding the return by you of the Confidential Information and any copies thereof and/or the destruction of the Confidential Information and/or the Secondary Information as referred to above.
6. Without prejudice to any other rights or remedies that we may have, you acknowledge and agree that damages would not be an adequate remedy and that we shall be entitled to remedies of injunction, specific performance and other equitable relief for any threatened or actual breach of the provisions of this letter.

7. Any disclosure (whether by way of announcement or otherwise) of the matters referred to above which you are obliged to make in compliance with the law or any rules of any regulatory authority having jurisdiction over you shall be made after consultation with us in relation to the timing, manner or content of such disclosure.
8. If any terms or provisions in this letter shall be held to be illegal or unenforceable in whole or in part, such term or provision (or the relevant part thereof) shall to that extent be deemed not to form part of this letter while the validity and enforceability of the remainder of this letter shall not be affected.
9. Nothing in this letter shall oblige any person to enter into any binding transaction in connection with the Project.
10. Undertaking under this confidentiality letter shall expire on the date falling six (6) months from the date hereof.
11. This letter shall be governed by and construed in accordance with the laws of the Republic of Indonesia and the parties hereto hereby irrevocably submit to the non-exclusive jurisdiction of the courts of South Jakarta.

Please indicate your acceptance of the above by initialling on each page and signing and returning this letter to us by not later than **February 10<sup>th</sup>, 2017**.

Yours faithfully,

-----  
We, acting for and on behalf of **<Company Name>** hereby accept and agree with the terms of the confidentiality letter as set out herein.

For and on behalf of

**<Company Name>**

Name:

Name:

Title:

Title: