Term of Reference
PROCUREMENT TENDER OF TRAVEL AGENT SERVICES
Ref No. 002/YRII-JKT/TD/I/2025

1. Background

Yayasan Relief Islami Indonesia is an independent humanitarian and development organization with with legal entity as a foundation under the law of Republic of Indonesia, with deed number AHU - 0029011.AH.01.04 dated 8 December 2021 made in front of Buchari Hanafi, S.H., Notary in Jakarta.

Yayasan Relief Islami Indonesia envisages a caring world where communities are empowered, social obligations are fulfilled and people respond as one to the suffering of others.

2. Objectives

The objective of this procurement is to appoint a qualified travel agent to provide comprehensive travel-related services, including transportation, accommodation, and meeting arrangements, in accordance with NGO operational standards.

3. Scope of Services

The selected vendor will be responsible for providing the following services:

- Booking and issuance of **domestic and international flight tickets,**
- Booking and issuance of **train tickets,**
- **Hotel room reservations** (domestic and international),
- **Meeting, training, and workshop packages**, including venue and accommodation arrangements,
- Ticket changes, cancellations, and emergency travel support,
- Provision of **a dedicated focal point** for coordination,
- Monthly invoicing with clear and transparent cost breakdown.

4. Contract Duration

The contract will be valid for **[one year]**, with the possibility of extension based on performance and organizational needs.

5. Vendor Qualifications

The vendor should meet the following minimum requirements:

- Legally registered travel agency in Indonesia,
- Minimum [2–3] years of relevant experience, preferably with NGOs, UN agencies, or corporate clients,
- Ability to provide competitive pricing and flexible booking options,
- Strong customer service and responsiveness, including emergency support,

- Compliance with organizational policies, including **Code of Conduct and Anti-Fraud Policy.**

6. **Deliverables**
   - Timely issuance of tickets and confirmations,
   - Accurate and complete travel documentation,
   - Monthly invoices and travel reports upon request,
   - Responsive support throughout the contract period

7. **Reporting and Coordination**
   The vendor will coordinate closely with the **Sr. Logistics and Administration Officer of Yayasan Relief Islami Indonesia**.

8. **Budget**
   Budget for travel agent services amounts to around IDR 784,687,265 which is mostly for air ticket services both nationally and internationally.

ANNEX I

1. BID SUBMISSION AND TIMETABLE

The participation procedure will be carried out in two stages. Both must be submitted together and will be considered as The Bid Documents:

1) Vendor Proposals which contain Complete Vendor Administrative Documents as point 2A.
2) Tender Proposal containing all documents described in Annex II-IV.

The bid in the form of hard copy of original document must be sent in one sealed envelope containing two kinds of envelopes corresponding to the above-mentioned participation procedures. On the outer cover is written:

Yayasan Relief Islami Indonesia – 002/YRII-JKT/TD/I/2025 **Do not open until the Opening of the Offer**

The Bid addressed to "Procurement Committee" should be dropped to:
Yayasan Relief Islami Indonesia – Jakarta Country Office
Kompleks Puri Asri No. 4, Jl. Duren Tiga Selatan
Kel. Duren Tiga, Kec. Pancoran, Kota Jakarta Selatan
DKI Jakarta 12760

Or the Bid in the form of a password-protected PDF (the password will be required at the time of opening tender) can be sent via:
Email: Irid.procurement@islamic-relief.or.id

Aanwidzing (Pre-Bid Conference) will be conducted through the following zoom link on Tuesday, 3 February 2026 at 2:00 WIB
https://bit.ly/PenjelasanTenderTravelAgentServices

Tender Timetable:

No.	Activity	Date	Time
1.	Aanwidzing (Pre-Bid Conference)	3 February 2026	14.00 WIB
2.	Deadline for submission of tenders (receiving date, not sending date)	13 February 2026	14.00 WIB
3.	Bid Opening	13 February 2026	14.30 WIB

4.	Deadline for clarification /discussion session with YRII Procurement Committee	17 Feb 2024	16.30 WIB
5.	Notification of award to the successful tenderer	23 February 2026	14.00 WIB

2. ADMINISTRATIVE REQUIREMENTS AND SELECTION CRITERIA

A. Administrative Requirements

Interested bidders are requested to submit the following:

Table 1. List of Administrative Documents

No.	Type of Document	Scanned	Remarks
1.	Certificate of Establishment CV/PT/UD/NIB and Changes	✓	Copy included
2.	Trade Business License	✓	Copy included
3.	Tax Identification Number/NPWP	✓	Copy included
4.	Letter of confirmation of taxable entrepreneur (if applicable)	✓	Copy included
5.	Proof of Letter of Acceptance (BSP) for Annual Tax Return 2024	✓	Copy included
6	Bank Statement of last 6 months	✓	Copy included
7.	Company profile	✓	Copy included
8.	Relevant experience in providing travel services, preferably for NGOs, UN agencies, or corporate clients	✓	Copy included
9.	Contact details of at least three (3) references	✓	Copy included

B. Selection Criteria:

The tender will be evaluated based on the criteria listed below:

Table 2. Selection Criteria for Travel Agent Services

No.	Evaluation Criteria	Description	Weight (%)
1.	Administrative requirements	Company profile, legal registration, business permits, completeness of documents (Table 1)	10
2.	Relevant Experience	Experience in providing travel services to NGOs, UN agencies, or similar organizations	20
3.	Service Quality and Responsiveness	Dedicated focal point, emergency support, turnaround time	20

4.	Financial Proposal	Competitive pricing, transparent service and handling fees	30
5.	Payment Terms and Flexibility	Payment terms, invoicing system, flexibility	10
6.	References	Feedback from previous or current clients	10
	TOTAL (%)		**100**

C. Scoring Method:

- Technical and financial proposals will be evaluated based on the criteria above.
- Only vendors meeting the minimum technical requirements will be considered for financial evaluation.
- The contract will be awarded to the vendor achieving the highest combined score.

3. GENERAL SUPPLYING TERMS & CONDITION

A. Price and Taxes

Quoted prices for the above items shall be inclusive all kind of government taxes and duties as per prevailing Tax Laws of Government of Indonesia. Withholding tax as per government prevailing rates shall be deducted at the time of payment.

B. Currency

All prices must be quoted in Indonesian Rupiah.

C. Payment Terms

Monthly payment shall be made by bank transfer upon submission of original invoice and travel report within maximum 14 days and partial works have been satisfactorily received.

D. Employer Rights

At its sole discretion, Yayasan Relief Islami Indonesia reserves the right to reject any or all of the bids submitted that are not submitted in the specified format and any offer where the requested form is not completed.

E. Confidentiality

All documents related to the tender provided by the Yayasan Relief Islami Indonesia must be kept confidential and all Privacy Documents from Vendors/Suppliers will be kept confidential by Yayasan Relief Islami Indonesia.

F. Clarification Meeting

If necessary Yayasan Relief Islami Indonesia Procurement Committee will conduct clarification meetings to clarify on specifications, pricing, term and condition, and payment methods with one or more potential bidders during the tender assessment process.

G. Tender Change or Withdrawal

Bidders may change or withdraw their tenders by written notification prior to the deadline. No tender document may be amended after this deadline. Withdrawal must be unconditional and will end all participation in the tender procedure.

H. Tender Preparation Cost

All costs incurred by the Bidder in preparing and submitting cannot be replaced or included in a price quote. All these costs will be borne by the Bidder.

I. **Eligibility and compliance**

Lateness/Delays in submitting tender documents will not be considered, unless there are extraordinary conditions that cause the delay.

J. Code of Conduct and Anti-Fraud Policy

Yayasan Relief Islamic Indonesia (YRII) maintains a zero-tolerance policy towards corruption and bribery, and is fully committed to implementing safeguarding policies that cover the following areas:

1) Child welfare and protection,
2) Gender justice policy,
3) Modern slavery,
4) Data protection,
5) Anti-money laundering and aid diversion.

These commitments refer to the details provided in Annex VI (Safeguarding Measures).

YRII listen and address any violation of rights of aid workers, suppliers, contractors, our beneficiary and communities. If you see any violation of rights or any incident of corruption, please contact us at bellow email or phone number:

e-mail: **complaints@irworldwide.org**; or telephone no. **0813 1956 7256**

ANNEX II

TECHNICAL SPECIFICATION AND PRICE SCHEDULE

Date……2026

The Procurement Committee of Yayasan Relief Islami Indonesia
Subject: Bids for the procurement of Travel Agent Services

After reading and fully understanding the tender document for the above-mentioned tender, we are submitting our quotation as follows:

Table 3. Price Schedule

NO.	DESCRIPTION	SPECIFICATION	SERVICE FEE (%)
1.	Flight Ticket	Domestic: Garuda	
		Domestic: Non-Garuda	
		International: Garuda	
		International: Non-Garuda	
2.	Travel Insurance		
3.	Train Ticket		
4.	Hotel/Accommodation	Domestic:	
		International:	
5.	Meeting Packages	Meeting room only:	
		Half Day Meeting:	
		Full Day Meeting:	
		Full Board Meeting:	
6.	Other Services	Rent car, visa and passport, airport handling, etc	
7.	Rebooking, rerouting and class upgrade	Domestic:	
		International	
8.	Refund	Domestic flight ticket	
		International flight ticket	
		Domestic Hotel	
		International Hotel	
9.	Void	Domestic flight ticket	
		International flight ticket	

		Domestic Hotel	
		International Hotel	
10.	Take over payment		

PRICE COMPARISON SCENARIO

This price comparison scenario is intended solely for evaluation purposes. Vendors are requested to quote their best available and most competitive prices, inclusive of all applicable taxes and service/handling fees.

All prices shall be quoted in IDR (unless otherwise stated).

SCENARIO A-1: Domestic Air Travel – Standard Booking			
Item	**Specification**	**Garuda**	**Price IDR**
Route	Jakarta (CGK) – Lombok (LOP) – Jakarta (CGK)	20 Kg Baggage	
Passenger	1 Adult		
Travel Class	Economy		
Trip Type	Round Trip		
Ticket Conditions	Changeable with minimum penalty		
Travel Period	11 Feb 2026 (at 14:00 WIB) to 7 Feb 2026		

SCENARIO A-2: Domestic Air Travel – Standard Booking			
Item	**Specification**	**Batik Air**	**Price IDR**
Route	Jakarta (CGK) – Lombok (LOP) – Jakarta (CGK)	20 Kg Baggage	
Passenger	1 Adult		
Travel Class	Economy		
Trip Type	Round Trip		
Ticket Conditions	Changeable with minimum penalty		
Travel Period	11 Feb 2026 (at 09:30 WIB) to 14 Feb 2026		

SCENARIO B-1: Domestic Air Travel – Emergency Booking			
Item	**Specification**	**Garuda**	**Price IDR**
Route	Jakarta (CGK) – Medan (KNO)	20 Kg Baggage	
Passenger	1 Adult		
Travel Class	Economy		
Trip Type	One Way		
Booking Conditions	Same-day or next-day departure		
Ticket Conditions	Changeable and/or refundable		

SCENARIO B-2: Domestic Air Travel – Emergency Booking			
Item	**Specification**	**Non-Garuda**	**Price IDR**
Route	Jakarta (CGK) – Medan (KNO)	20 Kg Baggage	
Passenger	1 Adult		
Travel Class	Economy		

Trip Type	One Way		
Booking Conditions	Same-day or next-day departure		
Ticket Conditions	Changeable and/or refundable		

SCENARIO C-1: International Air Travel			
Item	**Specification**	**Garuda**	**Price IDR**
Route	Jakarta (CGK) – Istanbul (IST)	30 Kg Baggage	
Passenger	1 Adult		
Travel Class	Economy		
Trip Type	Round Trip		
Ticket Conditions	Changeable and/or refundable		
Travel Period	Within 30 days from quotation date		

SCENARIO C-1: International Air Travel			
Item	**Specification**	**Non-Garuda**	**Price IDR**
Route	Jakarta (CGK) – Istanbul (IST)		
Passenger	1 Adult		
Travel Class	Economy		
Trip Type	Round Trip		
Ticket Conditions	Changeable and/or refundable		
Travel Period	Within 30 days from quotation date		

SCENARIO D: Train Travel			
Item	**Specification**	**Train Name**	**Price IDR**
Route	Jakarta (Gambir) – Yogyakarta (Tugu)		
Passenger	1 Adult		
Travel Class	Executive		
Trip Type	One Way		
Ticket Conditions	Changeable and/or refundable (as per PT. KAI Policy)		
Travel Period	11 Feb 2026 (at 08:50 WIB)		

SCENARIO E-1: Hotel Accommodation			
Item	**Specification**	**Hotel Name**	**Price IDR**
Location	Medan	Swiss-Belinn Medan Gajah Mada	
Hotel Category	3 Star		
Room Type	Standard / Superior		
Occupancy	Single		
Duration	2 nights		
Inclusions	Breakfast, taxes, service charges		
Travel Period	Check-in 11 Feb 2026; Check-out 13 Feb 2026		

SCENARIO F: Meeting Package			
Item	**Specification**	**Hotel Name**	**Price IDR**
Location	Banda Aceh		

Number of Participants	20 persons		
Duration	Full Day Meeting		
Inclusions	Meeting room, 2 coffee breaks, 1 lunch, standard meeting equipment		
Exclusions	Accommodation		

PRICE SCHEDULE SUBMISSION REQUIREMENTS

Bidders shall:

- Complete all scenarios listed above
- Clearly indicate airline / train / hotel name
- Specify **fare rules**, including refund and change conditions
- Separate **base fare** and **service/handling fees**
- Indicate **price validity period**

Prices submitted will be used for **comparative evaluation only** and do not represent a commitment by the organization to procure the services.

INTERNAL EVALUATION NOTES:

- Financial scoring will be based on **price competitiveness across all scenarios.**
- Emergency booking scenarios will carry **higher consideration**
- Financial evaluation will be combined with technical scoring in accordance with the approved evaluation matrix.

We are stating that we fully understand and agree with all the terms and conditions stated in the tender document.

Sign of bidder_____ (completed with duty stamp 10.000)

Full name:

ANNEX III

FORMAT SCREENING PERUSAHAAN/ *SUPPLIER SCREENING FORM*

Nama Perusahaan (sesuai dengan dokumen pendirian) *Company Name (as appeared on Registration Document):*		
Alamat Perusahaan /*Company Address*:		
Country:	Telephone:	Website:
Nama Direktur/ Director(s) names: *(Please ensure you enclose proof of identity of director(s) e.g. passport copy or ID card)* *(Harap lampirkan kartu identitas direktur)*		
Apakah perusahaan pernah terlibat dalam kasus pelanggaran hukum/criminal? *Has the organization been convicted of any criminal offence?*		
Apakah perusahaan memiliki keterkaitan dengan staff Yayasan Relief Islami Indonesia dalam kapasitas berikut? *Does the organization have any relationship with current IR staff in the following capacity?*		
Pribadi / Keluarga □ Yes *Personal/Family* □ No	Bisnis □ Yes *Business* □ No	
Jika jawaban dari pertanyaan di atas adalah YA, harap jelaskan dengan siapa dan bagaimana hubungannya dengan perusahaan anda: *If you have answered YES to any of the above, then can you please state in detail the relationship you have and with whom:*		
Bagaimana anda mendengar tentang permintaan pekerjaan dari Yayasan Relief Islami Indonesia *How did you hear about IR's service request?*		
Sebagai catatan, anda diharuskan menyediakan dokumen berikut kepada kami: *Please note it is compulsory for the following to be provided to us:* 1. Dokumen pendirian & registrasi perusahaan /*Company Registration* 2. Kartu Identitas Direktur /*Photocopy of ID/Passport of Directors*		

Perusahaan/organisasi kami tidak terlibat dan tidak mendukung aktifitas apapun yang melanggar hukum pemerintah Republik Indonesia, atau aturan hukum masyarakat internasional atau aksi yang dapat dikaitkan dengan 'aktifitas teroris'
Our organization/company is not involved in and does not support any activity which is considered illegal by the Government of Indonesia or under the international laws, community or what may be termed a 'terrorist activity'

Dengan ini kami menyatakan bahwa semua informasi yang kami berikan adalah benar dan tidak ada informasi yang disembunyikan.
I confirm that the above information is accurate to the best of my knowledge. I have not withheld information.

Nama/*Name:*	Posisi/*Position:*
Tanda-tangan &Stempel Resmi *Sign & Official Stamps:* _____ Tanggal/*Date:*	

(Kami akan memberlakukan segala informasi yang diberikan secara rahasia, dan data anda tidak akan di bagikan kepada siapapun. Informasi yang kami minta dalam format ini kami perlukan dalam rangka untuk menyediakan penyaringan keamanan.
(We will treat your personal information as confidential, and your details will not be shared with anyone else. The information on this form is required for the purpose of providing security screening).

ANNEX IV

SURAT PERNYATAAN KEBENARAN DAN KEABSAHAN DOKUMEN/*STATEMENT OF THE VALIDITY OF THE DOCUMENT*

Yang bertandatangan di bawah ini :

Nama	: …….
Jabatan	: …….
Nama Perusahaan	: …….
Alamat Perusahaan	: …….
Telepon/HP	: …….

Dengan ini kami menyatakan dengan sesungguhnya bahwa semua informasi yang disampaikan dalam seluruh dokumen serta lampiran-lampirannya ini adalah benar dan kesatuan yang tidak dapat dipisahkan. Apabila diketemukan dan/atau dibuktikan adanya penipuan/pemalsuan atas informasi yang kami sampaikan, maka kami bersedia dikenakan dan menerima penerapan sanksi.

Demikian surat pernyataan kebenaran dan keabsahan data ini kami buat untuk digunakan secara semestinya dan atas perhatiannya diucapkan terimakasih.

.....,.....

Materai Rp 10.000,-

Nama Lengkap
Jabatan

ANNEX V

SURAT PERNYATAAN TUNDUK/ *AFFIDAVIT OF SUBMISSION*

Saya yang bertanda tangan di bawah ini:

Nama	:	.....
Jabatan	:	.....
Nama Perusahaan	:	.....
Alamat Perusahaan	:	.....
No Telpon/HP	:	.....

Kami yang bertanda tangan ini menerima secara penuh dan tanpa batasan persyaratan yang mengatur tender ini sebagai satu-satunya dasar kompetisi ini.

Kami telah memeriksa dengan cermat, memahami dan mematuhi semua kondisi, instruksi, formulir, ketentuan, dan spesifikasi yang terkandung dalam dokumen tender ini. Kami menyadari bahwa kegagalan untuk mengirimkan tender yang berisi semua informasi dan dokumentasi yang diperlukan secara tegas, dalam tenggat waktu yang ditentukan, dapat menyebabkan penolakan tender atas kebijakan YRII.

Kami tidak memegang reservasi sehubungan dengan dokumen tender; dan mengetahui bahwa reservasi apa pun dapat mengakibatkan penolakan tender oleh YRII.

Kami tidak mengetahui adanya praktik korupsi terkait dengan kompetisi ini. Jika situasi seperti itu muncul, kami akan segera memberi tahu YRII secara tertulis.

Kami menyatakan bahwa tidak terpengaruh oleh potensi konflik kepentingan, dan bahwa kami dan staf kami tidak memiliki hubungan khusus dengan pihak Pemilik tender atau pihak lain yang terlibat dalam kompetisi ini. Jika situasi seperti itu muncul selama pelaksanaan kontrak, kami akan segera memberi tahu YRII secara tertulis.

.....,.....

Materai Rp 10.000,-

Nama Lengkap
Jabatan

ANNEX VI

UPAYA PERLINDUNGAN/ *SAFEGUARDING MEASURES*

1 Child Welfare and Protection: Yayasan Relief Islami Indonesia (YRII) believes that all Children have a right to personal dignity and protection from violence, abuse and exploitation. YRII recognize the special responsibility of care it bears to create a safe environment for children within projects and programs it manages and support. The interest of child safety and protection should be paramount to any other interest which might compromise it. Above Core statement within Yayasan Relief Islami Indonesia Child Protection Policy is valid for all YRII representatives, including staff, volunteers, and YRII trustees, YRII Partners, implementing partners, vendor, donors and guests visiting YRII Field Offices and working area.	**1. Kesejahteraan dan Perlindungan Anak:** Yayasan Relief Islami Indonesia (YRII) meyakini bahwa semua Anak memiliki martabatnya dan hak untuk terlindungi dari kekerasan, perlakuan salah, dan eksploitasi. YRII memahami tanggung jawab khusus yang disandangnya untuk menciptakan lingkungan yang aman bagi anak di dalam dukungan dan pengelolaan project dan program. Kepentingan akan keselamatan dan perlindungan anak harus menjadi hal paling utama diantara kepentingan lainnya yang dapat mengganggu kepentingan tersebut. Pernyataan Dasar yang terkandung di dalam Kebijakan Perlindungan Anak Yayasan Relief Islami Indonesia ini berlaku bagi seluruh perwakilan YRII termasuk staff, relawan, dewan pengawas, rekan kerja, rekan kerja pelaksana, donor dan tamu yang berkunjung ke kantor dan area kerja YRII.
2. Gender Justice Policy: Yayasan Relief Islami indonesia is committed to progressing gender justice in each activity including: ● Advocating access, participation, control, and benefit justly for women, men, girls, and boys. ● Preventing (and proactively act) against gender-based violence including verbal, physical, and sexual violence against women, men, girls, and boys. ● Advocating for the implementation of 6 core principles of the Prevention of Sexual Abuse and Exploitation. Above Core statement within YRII Gender Justice Policy is valid for all YRII representatives, including	**2. Kebijakan Keadilan Gender:** Yayasan Relief Islami Indonesia berkomitmen untuk memajukan keadilan gender di dalam setiap kegiatan yang dilakukannya, termasuk di dalamnya adalah: • Mendorong akses, partisipasi, kontrol dan manfaat yang adil bagi perempuan, laki-laki, anak perempuan dan anak laki-laki. • Mencegah (dan bertindak proactive untuk pelaporan) terjadinya Kekerasan Berbasis Gender termasuk kekerasan verbal, phisik, dan sexual terhadap perempuan, laki-laki, anak perempuan dan anak laki-laki. • Mendorong penerapan 6 pilar pencegahan ekploitasi dan penyalah gunaan sexual. Pernyataan Dasar yang terkandung di dalam Kebijakan Keadilan Gender YRII ini berlaku bagi

staff, consultant, volunteers, and YRII trustees, YRII Partners, implementing partners, contractors, donors and guests visiting YRII Field Offices and working area.	seluruh perwakilan YRII termasuk staff, konsultan, relawan, dewan pengawas, mitra kerja, mitra kerja pelaksana, donor dan tamu yang berkunjung ke kantor dan area kerja YRII.
3. Modern Slavery: YRII will seek alternative sources where the conduct of Vendor demonstrably violates the Modern Slavery Act 2015, and there is no willingness to address the situation within a reasonable timeframe. YRII will seek alternative sources where companies in the supply chain are involved in the manufacture of arms or the sale of arms to governments which systematically violate the human rights of their citizens. Please refer to Modern Slavery Act 2015, further details on the compliance and checks.	**3. Perbudakan Modern:** YRII akan mencari sumber alternatif dalam hal perilaku Vendor terbukti melanggar tindakan perbudakan modern 2015, dan tidak ada niat baik untuk mengatasinya dalam batas waktu yang diberikan. YRII akan mencari sumber alternative dalam hal Vendor terlibat dalam pembuatan senjata atau perdagangan senjata kepada pemerintah yang secara sistematis melanggar hak azasi warga negara mereka. Silahkan merujuk ke penjelasan tindakan perbudakan modern 2015 lebih lanjut, tentang kepatuhan dan pemeriksaan.
4. Data Protection: a. The Parties agree to comply with all data protection regulations and laws applicable in the Republic of Indonesia and any other regulations agreed upon by both parties. b. The Parties will only collect and use Personal Data that is necessary for the purposes agreed upon by both parties and not for any other purpose without the relevant party's written consent. c. The Parties must implement reasonable technical and organizational measures to protect Personal Data from unauthorized access, disclosure, alteration, or destruction. d. The Parties must promptly report any security breaches involving Personal Data to the other party and take appropriate corrective actions. e. If a Party delegates the processing of Personal Data to a subcontractor, that Party	**4. Perlindungan Data:** a. Para Pihak sepakat untuk mematuhi semua peraturan dan undang-undang perlindungan data yang berlaku di negara kesatuan Republik Indonesia dan peraturan lain yang disepakati oleh kedua belah pihak. b. Para Pihak hanya akan mengumpulkan dan menggunakan Data Pribadi yang diperlukan untuk tujuan yang telah disetujui oleh kedua belah pihak.dan tidak untuk tujuan lain tanpa persetujuan tertulis dari pihak yang relevan. c. Para Pihak harus menerapkan langkah-langkah teknis dan organisasi yang wajar untuk melindungi Data Pribadi dari akses, pengungkapan, perubahan, atau penghancuran yang tidak sah. d. Para Pihak harus segera melaporkan setiap pelanggaran keamanan yang melibatkan Data Pribadi kepada pihak lainnya dan melakukan langkah-langkah perbaikan yang sesuai.

must ensure that the subcontractor complies with data protection requirements equivalent to those set forth in this Article. The Party delegating the processing remains responsible for the subcontractor's compliance with data protection requirements. f. At the end of the contract term or upon request by the other party, Personal Data must be deleted or returned according to the other party's instructions, unless retention is required by applicable law.	e. Jika salah satu Pihak mengalihkan pemrosesan Data Pribadi kepada subkontraktor, Pihak tersebut harus memastikan bahwa subkontraktor mematuhi persyaratan perlindungan data yang setara dengan ketentuan dalam Pasal ini. Pihak yang mengalihkan pemrosesan harus tetap bertanggung jawab atas kepatuhan subkontraktor terhadap persyaratan perlindungan data. f. Pada akhir masa kontrak atau saat diminta oleh pihak lain, Data Pribadi harus dihapus atau dikembalikan sesuai dengan instruksi pihak tersebut, kecuali diharuskan untuk disimpan oleh hukum yang berlaku.
5. Anti-Money Laundry and Aid Diversion: a. The Parties agree to comply with all applicable laws and regulations related to anti-money laundering and aid diversion, including but not limited to Law No. 8 of 2010 concerning the Prevention and Eradication of Money Laundering and any other regulations agreed upon by both parties. b. The Parties shall conduct reasonable verification and due diligence on third parties, including but not limited to customers, business partners, and beneficiaries, to ensure they are not involved in money laundering or aid diversion. c. The Parties shall not engage in, or provide assistance or support to, activities related to money laundering or aid diversion. d. If there is any suspicion that activities may be related to money laundering or aid diversion, the Parties must promptly report to the relevant authorities.	**5. Anti-Pencucian Uang dan Pengalihan Bantuan:** a. Para Pihak sepakat untuk mematuhi semua peraturan dan undang-undang yang berlaku terkait pencegahan pencucian uang dan pengalihan bantuan, termasuk tetapi tidak terbatas pada UU No. 8 Tahun 2010 tentang Pencegahan dan Pemberantasan Tindak Pidana Pencucian Uang dan peraturan lain yang sepakati oleh kedua belah pihak. b. Para Pihak harus melakukan verifikasi dan due diligence yang wajar terhadap pihak ketiga, termasuk namun tidak terbatas pada pelanggan, mitra bisnis, dan penerima manfaat, untuk memastikan bahwa mereka tidak terlibat dalam pencucian uang atau pengalihan bantuan. c. Para Pihak tidak akan terlibat dalam, atau memberikan bantuan atau dukungan kepada kegiatan yang berkaitan dengan pencucian uang atau pengalihan bantuan. d. Jika terdapat kecurigaan bahwa kegiatan yang dilakukan dapat terkait dengan pencucian uang atau pengalihan bantuan, Para Pihak harus segera melaporkan kepada otoritas yang berwenang sesuai dengan peraturan yang berlaku.

e. Any findings or suspicious transactions must be reported to the relevant authorities within the time frame specified by regulations. f. If one Party discovers that the other Party is involved in money laundering or aid diversion, the discovering Party has the right to terminate or cancel this contract with written notice. The Party involved in money laundering or aid diversion will be liable for any damage arising from such actions.	e. Setiap temuan atau transaksi yang mencurigakan harus dilaporkan kepada otoritas yang relevan dalam waktu yang ditentukan oleh peraturan yang berhak. f. Jika salah satu Pihak menemukan bahwa Pihak lainnya terlibat dalam pencucian uang atau pengalihan bantuan, Pihak tersebut berhak untuk menghentikan atau membatalkan kontrak ini dengan pemberitahuan tertulis. Pihak yang terlibat dalam pencucian uang atau pengalihan bantuan akan bertanggung jawab atas kerugian yang timbul akibat tindakan tersebut.