

SNVT : Pembangunan Jalan dan Jembatan Provinsi Kalimantan Barat
Kegiatan : Pembangunan Jalan dan Jembatan Pontianak – Ambawang
Package Number : EKB – 01
Package Name : Pontianak - Tayan
Contract No : 03-30/EKB-01/NR/A/L002/0409

CONTRACT AGREEMENT

This Contract Agreement made the day of Monday dated Twenty month April year Two Thousand and Nine (April 20th, 2009).

Between

THE GOVERNMENT OF THE REPUBLIC OF INDONESIA (herein after called the **EMPLOYER**) as represented by

Name : **Ir. SURYADIONO, MSi**
Title : Pejabat Pembuat Komitmen (PPK) Pembangunan Jalan dan Jembatan Pontianak – Ambawang
Address : Jl. Subarkah No. 24 A Telepon. (0561) 747006 Fax. (0561) 731249 Pontianak 78121

Being authorized to act for and on behalf of the Directorate General of Highway, Ministry of Public Works, Government of the Republic of Indonesia, in accordance with the Decree of the Minister of Public Works, No 178/KPTS/M/2009, dated 23 Januari 2009 (hereinafter referred to as **EMPLOYER**)

and

Name : **Ir. DESI ARRYANI, MM**
Title : General Manager of Civil Division **PT. WASKITA KARYA (Persero)**
Address : Jalan M.T. Haryono Kav. 10, Cawang, Jakarta 13340

Being authorized to act for on behalf of PT. Waskita Karya (Persero) duly organized and existing under and virtue of the Laws of the Republic of Indonesia in accordance with the Notary Statement ERNA PRIYONO, SH. Number 31 dated July 31, 2008 made in Jakarta (hereinafter referred to as the **CONTRACTOR**)

for

the package number **EKB-01 : Pontianak - Tayan** (hereinafter referred to as “**WORKS**”), under AusAID Loan No. AIPRD-L002 Eastern Indonesia National Roads Improvement Project (EINRIP)

NOW THEREFORE, it is hereby agreed by and between the parties hereto as follows:

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1. In this Contract Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents hereinafter referred to.
2. The Contractor should execute and complete the Works and the remedying of any defects therein, namely :
EASTERN INDONESIA NATIONAL ROADS IMPROVEMENT PROJECT (EINRIP)
LOAN NO. AIPRD-L002
PACKAGE NO. : **EKB - 01**
PACKAGE NAME : **PONTIANAK - TAYAN**
In accordance with this Agreement and the Contract Document as hereinafter defined. The time for completion from the Commencement Date shall be **seven hundred and thirty (730)** calendar days, and Defects Notification Period shall be **three hundred and sixty five (365)** calendar days.
3. The following Documents shall be deemed to form and be read as part of this Agreement and for the purposes of interpretation the priority of the documents shall be in accordance with the following sequence:
 - a. This Contract Agreement and Addenda (if any),
 - b. The Letter of Acceptance,
 - c. The Letter of Bid / Bid Submission Sheet (without unit price analysis)
 - d. The Particular Conditions
 - e. The General Conditions
 - f. The Specifications
 - g. The Drawings
 - h. The Priced of Bill of Quantities
4. In consideration of the payments to be made by the Employer to the Contractor as indicated in this Agreement, the Contractor hereby covenants with the Employer to execute the Works and to remedy defects therein in conformity in all respects with the provisions of the Contract..
5. The Employer herby covenants to pay Contractor in consideration of the execution and completion of the Works and remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
6. The Contract Price **including** the Value Added Tax (VAT) obtained from the price and the estimated quantities of work as indicated in the Bill of Quantities, subject to such additions thereto or deductions there from as may be made under the provisions of the Contract is **Rp. 137.336.950.000,00 (one hundred and thirty seven billion three hundred and thirty six million nine hundred and fifty thousand rupiahs).**

Consisting of :

a. Civil Works :

- Australian Agency for International Development (AusAID) portion (in Local Currency) as amount of 89% (eighty nine percent) of Contract Price excluding Value Added Tax (VAT) is **Rp. 111.118.077.727,27 (one hundred and eleven billion one hundred and eighteen million seventy seven thousand seven hundred and twenty seven rupiahs and twenty seven cent).**

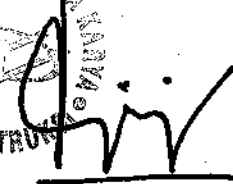
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- Government of Indonesia (GOI) portion (in Local Currency) as amount 11% (eleven percent) of Contract Price excluding Value Added Tax (VAT) is **Rp. 13.733.695.000,00 (thirteen billion seven hundred and thirty three million six hundred and ninety five thousand rupiahs).**
- b. Value Added Tax (PPN) :
- Australian Agency for International Development (AusAID) portion (in Local Currency) as amount is **Rp. 11.111.807.772,73 (eleven billion one hundred and eleven million eight hundred and seven thousand seven hundred and seventy two rupiahs and seventy three cent)** which is not collected.
 - Government of Indonesia (GOI) portion (in Local Currency) as amount is **Rp. 1.373.369.500,00 (one billion three hundred and seventy three million three hundred and sixty nine thousand five hundred rupiahs).**
7. For the purpose of the Contract, the parties agree to waive clause 1266 of the Indonesia Civil Laws (Kitab Undang-Undang Hukum Perdata).

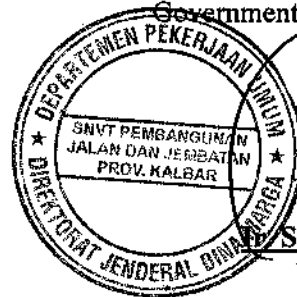
IN WITNESS WHEREOF, the parties here to have caused this Agreement to be executed with the laws of the Republic of Indonesia on the day, month and year indicated above.

For and on behalf of the CONTRACTOR
PT. WASKITA KARYA (Persero)



Ir. DESI ARRYANI, MM
General Manager of Civil Division

For and on behalf the EMPLOYER
Government of the Republic of Indonesia



SURYADIONO, MSI
NIP. 110052019

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